

**May 17, 2016**  
**City Commission Room, 701 N. Jefferson, Junction City KS 66441**

**Mayor Mick McCallister**  
**Vice Mayor Phyllis Fitzgerald**  
**Commissioner Jim Sands**  
**Commissioner Pat Landes**  
**Commissioner Michael Ryan**  
**City Manager Allen Dinkel**  
**City Attorney Catherine Logan**  
**City Clerk Shawna Settles**

**1. 7:00 P.M. - CALL TO ORDER**

a. Pledge of Allegiance.

**2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

**3. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

[a.](#) Consideration of Appropriation Ordinance A-10 dated-Apr26th 2016-May 9th 2016 in the amount of \$482,872.34. (p.3)

[b.](#) Consideration of April 2016 ambulance contractual obligation adjustments and bad debt adjustments. (p.31)

[c.](#) Consideration of City Commission Minutes for May 3, 2016 Meeting. (p.33)

**4. PUBLIC HEARING:**

[a.](#) Public Hearing for Downtown Commercial Rehabilitation Application. (p.37)

**5. SPECIAL PRESENTATIONS:**

[EMS](#) Week Proclamation presented by Mayor McCallister, comments by Interim Fire Chief Rook. (p.40)

[Proclamation](#) declaring May 15-21, 2016 as National Public Works Week by Mayor McCallister. (p.43)

**6. APPOINTMENTS:**

[a.](#) City Reappointment of Linda Hoeffner to the Board of Trustees of the Dorothy Bramlage Public Library. (p.46)

- b. Designation of Governing Body member to serve on JLUS Policy Board. (p.49)

**7. NEW BUSINESS:**

- a. Consideration from Junction City Brigade Baseball Club for a noise waiver and fireworks waiver at Rathert Stadium for the season from June 4 through July 23, 2016. (p.51)
- b. Consideration of Special Event Permit application for Toby's Legacy Show to have their annual carnival from May 18 - May 21, 2016 at the empty lot on the corner of N Monroe and Grant Ave. (p.54)
- c. Consideration for a temporary Cereal Malt Beverage license to Sundown Salute for the Mub Bogg to be held in the 900-1000 block of Grant Ave on June 3 through June 4, 2016. (p.59)
- d. Consideration for a temporary Cereal Malt Beverage license to Sundown Salute for the 4th of July celebration held in Heritage Park. (p.61)
- e. Consideration of a Special Event Permit application from Movies Under the Stars for a free family outdoor movie event at Playground Park on May 21, 2016. (p.63)
- f. Consideration of Resolution No. R-2809 Community Development Block Grant (CDBG) Application. (p.68)
- g. Consideration of Resolution No. R-2810 Declaring a Building Blighted with respect to the Kansas Small Cities Community Development Block Grant (CDBG) Program. (p.71)
- h. Consideration of Ordinance No. S-3177 Authorizing Loan Agreement for Water Plant Improvement Project. (p.74)
- i. Consideration of Rezoning and Platting Land Bank Lots in the Deer Creek Addition south of Woodstock Drive and west of Sandusky Drive for a Business/Office Park. (p.128)

**8. COMMISSIONER COMMENTS & COMMITTEE REPORTS:**

**9. STAFF COMMENTS:**

**10. ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-10 dated-Apr26th 2016-May 9th 2016 in the amount of \$482,872.34.

## City of Junction City

### City Commission

### Agenda Memo

May 17<sup>th</sup> 2016

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-10 dated-Apr26th 2016-May 9<sup>th</sup> 2016 in the amount of \$482,872.34

**Background:** Attached is a Listing and Checks of the Appropriations for Apr 26<sup>th</sup> 2016-May 9<sup>th</sup> 2016

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**Appropriations: Apr 26<sup>th</sup> 2016-May 9<sup>th</sup> 2016**

**ACH Payment or due before next meeting**

Bayer Construction	\$121,981.40
Nowak Construction	\$163,839.60
Kansas State Treasurer	\$4,397.00
KPT &AI	\$135.00





DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	34,358.52
			4/29/16	SOCIAL SECURITY WITHHOLDIN	6,538.73
			4/29/16	MEDICARE WITHHOLDING	4,439.07
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	4/29/16	FIREFIGHTERS AID ASSOCIATI	122.50
		US DEPT OF ARMY	4/28/16	AMBULANCE REFUND - DOCKRAY	425.75
		CARVER & BLANTON SHEA	4/29/16	GARNISHMENT	179.78
		KANSAS PAYMENT CENTER	4/29/16	GARNISHMENT	1,038.97
			4/29/16	KANSAS PAYMENT CENTER	303.29
		JAY W. VANDER VELDE	4/29/16	JAY W VANDER VELDE	100.00
		W H GRIFFIN, TRUSTEE	4/29/16	12-22755-13	729.23
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	3,801.42
		ACCOUNT RECOVERY SPECIALISTS, INC.	4/29/16	GARNISHMENT	12.50
		FIREMEN'S RELIEF ASSOCIATION	4/29/16	FIREMANS RELIEF	217.56
		GEARY COUNTY SHERIFF	5/06/16	BOOKING FEE APRIL 2016	1,603.00
		JCPOA	4/29/16	JCPOA	777.34
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	10,640.68
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	2,532.34
			4/29/16	KP&F	16,369.70
			4/29/16	KPERS #2	2,108.21
			4/29/16	KPERS #3	967.78_
				TOTAL:	87,266.37
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC	5/05/16	WATER-MAR 2016 COL FEES	468.08
			5/06/16	SHELTER-CXD FOR 5/28/2016	20.00
			5/06/16	GYM DEPOSIT REFUND-4/22/16	100.00
			5/06/16	GYM DEP REFUND-4/30/16	100.00
			5/09/16	REFUND-CXD EVENT-DEPLOYED	20.00_
				TOTAL:	708.08
INFORMATION TECHNOLOGY GENERAL FUND	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	47.25
			4/29/16	MEDICARE WITHHOLDING	11.05
		CENTURYLINK COMMUNICATION, INC.	5/09/16	INFORMATION SYSTEMS	14.80
		VERIZON WIRELESS	4/12/16	IT DIRECTOR	61.92
			4/12/16	IT TECHNICIAN	61.92
		COX BUSINESS SERVICES	5/01/16	Metro E - Municipal Buildi	1,500.00
			5/01/16	TV Charges	8.00
			5/01/16	Phone Lines - Cox	60.95
			5/01/16	Outside - FS2 Internet	47.95
			5/01/16	Channel 3 Digital Music	34.73
			5/01/16	Balance Transfer	131.65-
			5/01/16	Balance Transfer	14.64-
			5/01/16	Balance Adjust	2.34-
		KEY OFFICE EQUIPMENT	5/09/16	OFFICE SUPPLIES	53.00
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	69.96_
				TOTAL:	1,822.90
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	330.06
			4/29/16	MEDICARE WITHHOLDING	77.20
		FISHER, PATTERSON, SAYLER & SMITH, L.L	4/27/16	ZIMMERMANCASENO.2015-CV-00	711.00
		CENTURYLINK COMMUNICATION, INC.	5/09/16	ADMINISTRATION	66.62
			5/09/16	ADMINISTRATIVE SERVICES	14.80
			5/09/16	EDC-ADMINISTRATION	29.60
			5/09/16	ADMINISTRATION	14.80
		VERIZON WIRELESS	5/05/16	573-247-2866-CITY CLERK	51.92
			5/05/16	620-532-1756=FINANCE DIR	64.92
			5/05/16	210-5380-HR DIRECTOR	51.92

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/05/16	785-280-3591-CITY MANAGER	51.92
			5/06/16	CM-CITY CLERK-INCENTIVE-4/	150.00-
		STAPLES ADVANTAGE	4/30/16	OFFICE SUPPLIES	31.30
		COX BUSINESS SERVICES	5/01/16	Phone Lines - Cox	202.31
		DOCUMENT RESOURCES, INC.	4/30/16	SHRED SERVICE	35.00
		PAYNE & JONES CHARTERED	5/01/16	HELDSTAB CASENO.2015-CV-00	5,488.50
		ARTHUR-GREEN,LLP	5/01/16	WOODRUFF CASE NO.2015-CV-2	4,856.65
		LOGAN BUSINESS MACHINES	5/02/16	Copier Charges	304.65
		KANSAS GAS SERVICE	5/09/16	700 N JEFFERSON-APR 2016	136.96
		KANSAS MUNICIPAL UTILITIES	4/19/16	CONFERENCE REGIS. ALLEN DI	250.00
		WESTAR ENERGY	5/09/16	700 N JEFFERSON	1,393.92
			5/09/16	MUNICIPAL BLDG-POLE LIGHT	33.86
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	261.21
			4/29/16	KPERS #2	78.44
			4/29/16	KPERS #3	130.92
		TMHC SERVICES, INC.	5/03/16	RANDOM TESTING 99 PARTICIP	371.25
		NEX-TECH	5/09/16	NEX-GEN ROUND UP FOR YOUTH	1.00
		INCODE	4/27/16	Secure Signature Replaceme	138.00
		THE PRINTERY	4/22/16	250 BC MICKMCCALLISTER	45.00
		CHAMBER OF COMMERCE	5/05/16	MAC BREAKFAST CHERYL BEATT	12.00_
				TOTAL:	15,085.73
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	158.16
			4/29/16	MEDICARE WITHHOLDING	36.99
		VERIZON WIRELESS	5/05/16	6618 BM WILLIAMS	51.92
			5/05/16	1761 BM WRIGHT	51.92
		DUDE SOLUTIONS INC.	3/01/16	MAINT. AGREEMENT 5/1-4/30/	5,316.16
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #2	172.47
		CINTAS #451	4/28/16	DOOR MATS	59.14_
				TOTAL:	5,846.76
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	641.02
			4/29/16	MEDICARE WITHHOLDING	149.92
		VERIZON WIRELESS	5/05/16	7130 PW FLORES	32.24
			5/05/16	7131 PR DIRECTOR LAZEAR	61.92
		C & M LAWN SERVICES	4/25/16	CONTRACT MOWING 4/17-4/23	2,862.00
			5/02/16	CONTRACT MOWING 4/24-4/30	2,984.30
		COX BUSINESS SERVICES	5/01/16	WUPD - Metro E	182.50
			5/01/16	WUPD - Telephone	82.34
		KANSAS GAS SERVICE	5/09/16	1017 1/2 W 5TH ST	25.92
		WESTAR ENERGY	5/09/16	2307 N JACKSON-POLE LIGHTS	331.56
			5/09/16	1021 GRANT-FEMA LAND	40.16
			5/09/16	100 GRANT-WASH-MONT PLAZA	85.21
			5/09/16	102 W ASH-BATHROOMS-CORONA	28.39
			5/09/16	CORONADO PARK LIGHTS	18.64
			5/09/16	104 ASH-TENNIS LIGHTS-CORO	23.63
			5/09/16	RIMROCK PARK LIGHTS	131.11
			5/09/16	RIMROCK PARK & PAL	362.63
			5/09/16	NORTH PARK LIGHTS	33.35
			5/09/16	NORTH PARK LIGHTS	164.03
			5/09/16	SOUTH PARK LIGHTS	107.42
			5/09/16	SOUTH PARK LIGHTS	93.17
			5/09/16	1500 ST MARY RD-SOUTH PK B	26.70
			5/09/16	FILBY PARK LIGHTS	87.31
			5/09/16	1017 W 5TH-TENNIS	62.34
			5/09/16	511 N JEFFERSON-HERITAGE	44.02

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/09/16	5TH ST PARK LIGHT POLES	267.78
			5/09/16	5TH ST PARK LIGHT POLES	196.57
			5/09/16	420 GRANT-BRAMLAGE	128.33
			5/09/16	920 E 5TH-SERTOMA PARK LIG	27.35
			5/09/16	CLEARY PARK LIGHTS	470.38
			5/09/16	CLEARY PLAYGROUND LIGHTS	32.77
			5/09/16	1101 W 12-CLEARY PARK BATH	24.19
			5/09/16	1020 W 11TH 1/2-CLEARY BLD	71.01
			5/09/16	RATHERT FIELD LIGHTS	58.21
			5/09/16	900 W 13TH-RATHERT FIELD	623.92
			5/09/16	RATHERT FIELD LIGHTS	133.42
			5/09/16	1200 N FRANKLIN ST	71.82
			5/09/16	200 N EISENHOWER-SIGN	23.63
			5/09/16	PAWNEE PARK LIGHT	32.77
			5/09/16	1900 THOMPSON-CONCESION	650.94
			5/09/16	302 W 18TH-BUFFALO SOLDIER	340.64
			5/09/16	2301 SVR-PLANTERS	22.50
			5/09/16	930 E GUNNER-PATH LIGHT	64.32
			5/09/16	920 E GUNNER-PATH LIGHT	74.31
			5/09/16	145 E ASH-RIVER WALK	115.78
			5/09/16	1821 CAROLINE AVE-BLUFFS	27.57
			5/09/16	900 W 12TH-PARK LIGHT	23.63
			5/09/16	5TH & EISENHOWER-SIGN	120.95
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	553.18
			4/29/16	KPERS #2	207.31
		NEX-TECH	5/09/16	PARKS	0.00
		ONE ACCORD	4/29/16	TREE REMOVAL FROM POWER LI	350.00_
				TOTAL:	13,375.11
SWIMMING POOL	GENERAL FUND	COX BUSINESS SERVICES	5/01/16	Pool - Internet Connection	47.95
			5/01/16	Pool - Phone	34.62
		KANSAS GAS SERVICE	5/09/16	1017 W 5TH	25.92
		WESTAR ENERGY	5/09/16	5TH ST POOL	46.16
		ED LAZEAR	5/05/16	TRVL REIMB-APRIL 2016	5.50_
				TOTAL:	160.15
SPIN CITY	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	336.55
			4/29/16	MEDICARE WITHHOLDING	78.71
		VERIZON WIRELESS	5/05/16	1084 SC MGR MARRS	51.92
		COX BUSINESS SERVICES	5/01/16	Spin City - Cable	100.66
			5/01/16	Spin City - Internet	47.95
			5/01/16	Spin City - Telephone	82.34
			5/01/16	SC - Metro E	182.50
		BRAMLAGE PROPERTIES, LLC	4/28/16	MAY 2016-BILLBOARD RENTAL	325.00
		KANSAS GAS SERVICE	5/09/16	915 S WASHINGTON	286.16
		WESTAR ENERGY	5/09/16	915 S WASHINGTON-GOLF-SPIN	109.50
			5/09/16	915 S WASHINGTON-SPIN CITY	873.20
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	137.42
			4/29/16	KPERS #3	59.04
		SNACK EXPRESS	5/05/16	SNICKERS,SKITTLES,FRUIT PU	367.00_
				TOTAL:	3,037.95
AIRPORT	GENERAL FUND	COX BUSINESS SERVICES	5/01/16	Airport - Internet Connect	47.95
		F & R SERVICES	4/27/16	14TH ST-OPPOSITE RATHERT F	27.56
			4/27/16	AIRPORT/JACKSON ST ROW-ALL	1,091.48
			4/27/16	14TH ST TRAILER COURT AREA	82.69

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/09/16	14TH ST-OPPOSITE RATHERT F	27.56
			5/09/16	AIRPORT/JACKSON ST ROW-ALL	1,091.48
			5/09/16	14TH ST TRAILER COURT AREA	82.69
		KANSAS GAS SERVICE	5/09/16	540 W 18TH ST	51.25
		WESTAR ENERGY	5/09/16	500 W 18TH-AIRPORT MAIN	380.10
			5/09/16	2619 N JACKSON-AIRPORT LIG	42.53
			5/09/16	520 AIRPORT RD	91.36_
				TOTAL:	3,016.65
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	466.88
			4/29/16	MEDICARE WITHHOLDING	109.18
		US FOOD SERVICE	5/09/16	FOOD SUPPLY	271.96
		CENTURYLINK COMMUNICATION, INC.	5/09/16	GOLF COURSE	154.56
		COX BUSINESS SERVICES	5/01/16	TV Charges	17.22
			5/01/16	Golf - Internet Connection	59.95
			5/01/16	Golf - Metro E	194.42
		JOHN BERNSTEIN	5/09/16	LESSONS	30.00
			5/09/16	LESSONS	45.00
			5/09/16	LESSONS	45.00
		CROWN DISTRIBUTORS, INC.	5/09/16	BEER SUPPLY	192.24
			5/09/16	BEER SUPPLY	72.09
		TURFLINE INC.	5/09/16	FRAME ASSEMBLY	192.51
		YAMAHA MOTOR CORPORATION, U.S.A.	5/09/16	GOLF CARTS	3,595.00
		FLINT HILLS BEVERAGE LLC	5/09/16	BEER SUPPLY	348.89
			5/09/16	BEER SUPPLY	105.51
		FOOTJOY/TITLEIST	5/09/16	LATE PAYMENT	51.90
			5/09/16	GOLF BALLS FOR RESALE	899.31
		GEARY COUNTY RWD #4	5/09/16	RURAL WATER SUPPLY	47.13
		GOLF MAX	5/09/16	SUNGLASSES FOR RESALE	164.37
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #2	455.32
			4/29/16	KPERS #3	53.00
		NEX-TECH	5/09/16	GOLF COURSE	9.24
		SNACK EXPRESS	5/09/16	FOOD AND BEV SUPPLY	414.95
			5/09/16	FOOD AND BEV SUPPLY	116.50
		R & R PRODUCTS CO.	5/09/16	BEDKNIFE	151.84_
				TOTAL:	8,263.97
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	78.12
			4/29/16	MEDICARE WITHHOLDING	687.41
		CENTURYLINK COMMUNICATION, INC.	5/09/16	AMBULANCE	48.10
		VERIZON WIRELESS	5/05/16	IPAD-1	40.01
			5/05/16	IPAD-2	40.01
			5/05/16	IPAD-3	40.01
			5/05/16	223-1237 (M3)	6.38
			5/05/16	223-1238 (M4)	5.51
			5/05/16	223-1240 (M2)	7.62
			5/05/16	223-1243 (M1)	6.50
			5/05/16	223-7309 (CHIEF ROYSE)	0.00
			5/05/16	210-9839 IPAD 4	40.01
		KA-COMM	4/29/16	MED 3 RADIO REPAIR	83.25
		COX BUSINESS SERVICES	4/19/16	FS2 TV - 50%	148.55
			4/19/16	FS 1 TV - 50%	111.76
			5/01/16	Phone Lines - Cox (50%)	77.03
			5/01/16	Fire Station 2 - Metro E 5	91.25
			5/01/16	Fire Station 2 - Phone 50%	65.11
		FIRE SERVICE TESTING COMPANY, INC.	4/27/16	CPT & LT TESTING FEES	1,587.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS GAS SERVICE	5/09/16	700 N JEFFERSON-APR 2016	68.48
		WESTAR ENERGY	5/09/16	700 N JEFFERSON	696.95
			5/09/16	MUNICIPAL BLDG-POLE LIGHT	16.92
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	115.66
			4/29/16	KP&F	9,253.39
		OMNI BILLING	4/30/16	AMBULANCE BILLING	3,881.92_
				TOTAL:	17,197.45
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	5/09/16	ZONING/COUNTY INSPECTION	14.80
		VERIZON WIRELESS	5/05/16	ZONING ADMINISTRATOR	35.80
		COX BUSINESS SERVICES	5/01/16	Phone Lines - Cox	55.44_
				TOTAL:	106.04
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	22.60
			4/29/16	MEDICARE WITHHOLDING	5.29
		VERIZON WIRELESS	5/05/16	ENGINEERING ASSISTANT	32.24
		COX BUSINESS SERVICES	5/01/16	Phone Lines - Cox	103.68
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #2	33.46_
				TOTAL:	197.27
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	496.40
			4/29/16	MEDICARE WITHHOLDING	116.09
		CENTURYLINK COMMUNICATION, INC.	5/09/16	CODE ENFORCEMENT	37.00
		VERIZON WIRELESS	5/05/16	SENIOR INSPECTOR	32.24
			5/05/16	INSPECTOR INSPECTOR	32.24
			5/05/16	INSPECTORS IPAD2	40.01
			5/05/16	SENIOR INSPECTOR IPAD2	40.01
			5/05/16	INSPECTORS1 INSPECTORS	78.23
			5/05/16	INSPECTORS2 INSPECTORS	32.24
			5/05/16	INSPECTOR1 IPAD4	40.01
			5/05/16	INSPECTOR2 IPAD4	40.01
		COX BUSINESS SERVICES	5/01/16	Phone Lines - Cox	87.60
		GEARY COUNTY REGISTER DEEDS	4/28/16	LIEN RELEASE-1-04272016	130.00
			4/28/16	LIEN RELEASE-04272016-2	156.00
		INTERNATIONAL CODE COUNCIL, INC	4/26/16	2012 IRC BOOK & TAB - PRIC	103.00
			4/26/16	PRICE - SHIPPING	14.00
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	492.43
			4/29/16	KPERS #2	122.31
			4/29/16	KPERS #3	120.26_
				TOTAL:	2,210.08
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	1,015.02
			4/29/16	SOCIAL SECURITY WITHHOLDIN	1,126.60
			4/29/16	MEDICARE WITHHOLDING	1,471.86
			4/29/16	MEDICARE WITHHOLDING	326.33
			4/29/16	MEDICARE WITHHOLDING	1.25
		SPRINT	5/09/16	SUBPOENA COMPLIANCE	30.00
		CENTURYLINK COMMUNICATION, INC.	5/09/16	POLICE/DISPATCH	404.34
			5/06/16	PD-APR 2016(PHONE BILL)	1,004.86
		VERIZON WIRELESS	5/05/16	PD CELL APRIL 2016	1,247.91
		CENTURY BUSINESS TECHNOLOGIES	5/04/16	Records Copier	157.50
			5/04/16	Investigations Copier	157.50
		STAPLES ADVANTAGE	5/09/16	3299592711 TONER,POSTIT,ST	160.75
			5/09/16	3299592712 TONER COLLECT U	34.78
			5/09/16	3301091193 TONER, COIN WRA	265.85
			5/09/16	3301091193 TONER, COIN WRA	142.18

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CONTINENTAL PROFESSIONAL LAUNDRY	5/09/16	124271 UNIFORM CLEANING	42.55
			5/09/16	124272 UNIFORM CLEANING	53.65
			5/09/16	124290 UNIFORM CLEANING	64.75
			5/09/16	124328 UNIFORM CLEANING	3.70
			5/09/16	124340 UNIFORM CLEANING	72.15
			5/09/16	124348 UNIFORM CLEANING	22.20
			5/09/16	124354 UNIFORM CLEANING	18.50
		KA-COMM	5/09/16	138735 COMPUTER POWER SUPP	78.00
			5/09/16	138739 BALLISTIC DOOR PANE	275.00
			5/09/16	138777 PUSH BUMPER/LIGHTS2	127.30
			5/09/16	138789 SIREN SPEAKERS	70.00
			5/09/16	138951 DATA BACKBONE SYSTE	150.00
			5/09/16	138951 DATA BACKBONE SYSTE	150.00
		COX BUSINESS SERVICES	5/01/16	City - Fiber Internet	3,000.00
			5/01/16	TV Charges	151.79
		AT&T NATIONAL COMPLIANCE CENTER	5/09/16	213811 PHONE PING	150.00
		CENTER FOR HUMAN DEVELOPMENT	5/09/16	88150 EVALUATION 729	300.00
		GEARY COUNTY SHERIFF	5/06/16	JAIL EXPENSE APRIL 2016	28,750.00
		SECURITY SOLUTIONS INC	5/09/16	82218 PD FRONT ENTRY PTZ	1,215.00
		KANSAS GAS SERVICE	5/09/16	312 E 9TH	230.59
			5/09/16	210 E 9TH	305.94
		WESTAR ENERGY	5/09/16	210 E 9TH-JCPD	2,766.31
			5/09/16	312 E 9TH-JCPD STORAGE	238.56
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	660.98
			4/29/16	KPERS #1	537.82
			4/29/16	KP&F	19,024.40
			4/29/16	KP&F	1,245.77
			4/29/16	KP&F	17.62
			4/29/16	KPERS #2	118.21
			4/29/16	KPERS #2	557.34
			4/29/16	KPERS #3	185.55
			4/29/16	KPERS #3	572.95
		NAPA AUTO PARTS OF J.C.	5/09/16	330343 BATTERY #219	92.28
		NEX-TECH	5/09/16	POLICE/DISPATCH	20.43
		THE PRINTERY	5/09/16	25860 BUSINESS CARDS #38	45.00
		SERVICEMASTER	5/09/16	5087 MAY 16 PD JANITORIAL	823.00
		ROTHWELL LANDSCAPE INC	5/09/16	2000236296 PD CHEMICAL APP	103.50
				TOTAL:	69,787.57
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	38.47
			4/29/16	MEDICARE WITHHOLDING	951.19
		JEREMY SUTTON	4/19/16	SCAFFA SCHOOL MEALS	54.15
		CENTURYLINK COMMUNICATION, INC.	5/09/16	FIRE	48.10
		VERIZON WIRELESS	5/05/16	209-0124 (STN 2 CAPT)	5.19
			5/05/16	209-0255 (BC)	51.92
			5/05/16	209-0668 (STN 1 CAPT)	5.39
		C & K CONSTRUCTION	4/27/16	REPAIR DRAIN/STN 1 UPSTAIR	132.00
		CONRAD FIRE EQUIPMENT	4/18/16	CONNECTOR, PC BOARD/E20	1,279.36
			4/28/16	SIGHT GLASS/E20	101.52
		COX BUSINESS SERVICES	4/19/16	FS2 TV - 50%	148.55
			4/19/16	FS 1 TV - 50%	111.76
			5/01/16	Phone Lines - Cox (50%)	77.03
			5/01/16	Fire Station 2 - Metro E 5	91.25
			5/01/16	Fire Station 2 - Phone 50%	65.11
		FIRE SERVICE TESTING COMPANY, INC.	4/27/16	CPT & LT TESTING FEES	1,587.50
		UNIVERSITY OF KANSAS	4/19/16	INST I CLASS/PEREZ	60.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS GAS SERVICE	5/09/16	700 N JEFFERSON-APR 2016	68.48
			5/09/16	2245 LACY DR-FIRE	186.81
		WESTAR ENERGY	5/09/16	700 N JEFFERSON	696.95
			5/09/16	MUNICIPAL BLDG-POLE LIGHT	16.92
			5/09/16	2245 LACY-FIRESTATION#2	712.33
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	56.96
			4/29/16	KP&F	13,268.24
		RICK ROOK	4/21/16	FDIC 2016 MEALS	14.20
				TOTAL:	19,829.38
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	892.45
			4/29/16	MEDICARE WITHHOLDING	208.72
		BAYER CONSTRUCTION CO.	4/25/16	27 TONS OF ASPHALT-KDOT	1,421.68
			4/29/16	8 TONS OF ROCK-WILDFLOWER	97.25
			5/02/16	19 TONS OF ROCK-WILDFLOWER	236.63
			5/05/16	5.5 TONS ASPHALT	445.64
			5/06/16	2 TONS OF ASPHALT	104.00
			5/06/16	8 TONS OF ROCK	102.88
			5/09/16	16 TONS OF ROCK	192.43
		VERIZON WIRELESS	5/05/16	IBARRA-223-1232	51.92
			5/05/16	223-1241--UTILITY 1	25.98
			5/05/16	ON CALL-223-1508	25.98
			5/05/16	ROETHER-375-8899	61.91
			5/05/16	BERGMAN-761-5218	25.98
			5/05/16	HORN-761-5254	27.97
			5/05/16	HALL-761-5396	25.98
			5/05/16	LEWIS-761-5415	51.92
			5/05/16	TENORIO-761-5450	26.00
		CENTURY BUSINESS TECHNOLOGIES	4/22/16	Copier - PW	8.75
			4/22/16	Copier - PW	17.50
		MANAGERPLUS	4/22/16	MANAGERPLUS - 25%	379.33
		MIDWEST CONCRETE MATERIALS	4/15/16	16 CY CONCRETE	760.32
			4/19/16	6.5 TONS OF SAND	30.00
			4/21/16	12.5 CY CONC-SPRDR PADS	594.00
			4/22/16	3CY CONC - WILDFLOWER	351.50
			4/28/16	6.5 CY CON - WILDFLOWER	653.25
		ROGER CRANSTON DBA RNS TOOLS	4/26/16	FULL SCANBAY	249.75
		SUMMIT TRUCK GROUP	5/05/16	MUFFLER	178.89
			5/09/16	FINANCE CHARGE - APRIL 201	0.73
		CENTRAL POWER SYSTEMS & SERVICES	4/22/16	SLEEVE	131.10
			4/25/16	AIR PRMY PC FOR ALL	54.94
			4/26/16	FILTRS,LUBE SPN, DURAMAX	165.25
		APAC KANSAS, INC.	4/19/16	UPM	3,352.13
		COX BUSINESS SERVICES	5/01/16	Public Works - Metro E - 2	45.63
			5/01/16	Public Works - Telephone -	56.90
		MOTION INDUSTRIES INC	4/20/16	GLOW PWR CORD	184.48
		CLASS C SOLUTIONS GROUP	4/19/16	FLEET SHOP PIECES	346.87
		DAVE'S ELECTRIC, INC.	5/03/16	SIREN SPEAKER WORK	312.00
			5/03/16	CITY GENERATORS CHECKED	558.93
			5/03/16	MORE SIREN CHECKS	312.00
		CINTAS CORPORATION	4/15/16	MEDICAL BOXES SERVICED	5.06
		F & R SERVICES	4/27/16	1701 N ADAMS- DRAIN	27.56
			4/27/16	8TH ST AT GARFIELD DITCH	11.03
			4/27/16	ANNEX PARKING LOT BEHIND D	16.54
			4/27/16	COMMONWEALTH DRIVE ROW	27.56
			4/27/16	GRANT AVE ISLAND	165.38

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/27/16	GRANT AVE FRONTAGE RDS	44.10
			4/27/16	MONROE ST DRAINS	16.54
			4/27/16	WESTWOOD BLVD-ISLANDS	165.38
			4/27/16	BRIDGE GUARDRAIL-EISEN & 1	11.03
			4/27/16	436 W 11TH ST	33.08
			4/27/16	EAST 10TH ST PROPERTY	110.25
			4/27/16	ELM DALE ROAD ROW	82.69
			4/27/16	CHESTNUT&I-70 RAMP	694.58
			4/27/16	HWY 57 R/W & ISLANDS	1,102.50
			4/27/16	AREA IN FRONT OF CRACKER B	77.18
			4/27/16	RUCKER ROAD	551.25
			4/27/16	K-18 -RR TO STONE RIDGE	105.00
			4/27/16	MOSS CIRCLE ISLAND	11.03
			4/27/16	GRANT AVE RIVER PARK AREA	165.38
			4/27/16	514 W 14TH ST	33.08
			4/27/16	516 W 14TH ST	33.08
			4/27/16	1008 W 14TH ST	33.08
			4/27/16	600 BLOCK E 7TH ST-ROW	16.54
			4/27/16	603 SKYLINE DRIVE	11.03
			4/27/16	714 SKYLINE DRIVE	11.03
			4/27/16	GOLDENBELT BLVD-ROW	330.75
			4/27/16	ASH ST(600 BLK-HGLND CEMET	16.54
			4/27/16	DITCH BTWN 100 BLK EVINE&E	16.54
			4/27/16	EAST 6TH ST PARKING LOT	16.54
			4/27/16	EAST 6TH ST ROW	551.25
			4/27/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			4/27/16	FIRE STATION #2 - INCLDE F	115.50
			4/27/16	LACY DRIVE	110.25
			4/27/16	MEADOW LANE ROW	16.54
			4/27/16	ST MARYS ROAD ROW(CHURCH)	33.08
			4/27/16	VACANT DRAINAGE DITCH-RILE	16.54
			4/27/16	INDUSTRIAL PARK ROW	55.13
			4/27/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			4/27/16	SVR ROW (FIRE STATION 2 SI	82.69
			4/27/16	SVR ADDITION ISLANDS	88.20
			4/27/16	STRAUSS BLVD ISLANDS & R/W	330.75
			4/27/16	I 70 ROW - S WASHINGTON	661.50
			4/27/16	SOUTH JACKSON ST DRAINAGE	33.08
			4/27/16	ASH ST FROM CHESTNUT SOUTH	253.58
			4/27/16	136 E 3RD	33.08
			4/27/16	225 E 3RD	33.08
			4/27/16	6TH ST UNDERPASS	110.25
			4/27/16	SANDUSKY ROW	82.69
			4/27/16	THE BLUFFS AREA	110.25
			4/27/16	TOM NEAL INDUSTRIAL PARK A	275.63
			4/27/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			4/27/16	CHADWICK COURT PROPERTY	16.54
			4/27/16	HOLLY LANE ISLAND	16.54
			4/27/16	SVR-R/W - K-18 TO RR	551.25
			4/27/16	ENTRANCE TO SUTTERWOODS @	66.15
			4/27/16	GRANT AVE ISLANDS	165.38
			4/27/16	WESTWOOD BLVD ISLANDS	165.38
			5/09/16	1701 N ADAMS- DRAIN	27.56
			5/09/16	BEL AIR & FOGARTY (DEAD EN	16.54
			5/09/16	8TH ST AT GARFIELD DITCH	11.03
			5/09/16	ANNEX PARKING LOT BEHIND D	16.54

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/09/16	COMMONWEALTH DRIVE ROW	27.56
			5/09/16	GRANT AVE ISLAND	165.38
			5/09/16	GRANT AVE FRONTAGE RDS	44.10
			5/09/16	MONROE ST DRAINS	16.54
			5/09/16	WESTWOOD BLVD-ISLANDS	165.38
			5/09/16	BRIDGE GUARDRAIL-EISEN & 1	11.03
			5/09/16	E 11TH/210 E 11TH	33.08
			5/09/16	436 W 11TH ST	33.08
			5/09/16	EAST 10TH ST PROPERTY	110.25
			5/09/16	ELM DALE ROAD ROW	82.69
			5/09/16	CHESTNUT&I-70 RAMPs	694.58
			5/09/16	HWY 57 R/W & ISLANDS	1,102.50
			5/09/16	AREA IN FRONT OF CRACKER B	77.18
			5/09/16	RUCKER ROAD	551.25
			5/09/16	K-18 -RR TO STONE RIDGE	105.00
			5/09/16	LAWNDALE WATER AREA	44.10
			5/09/16	MOSS CIRCLE ISLAND	11.03
			5/09/16	GRANT AVE RIVER PARK AREA	165.38
			5/09/16	514 W 14TH ST	33.08
			5/09/16	516 W 14TH ST	33.08
			5/09/16	1008 W 14TH ST	33.08
			5/09/16	600 BLOCK E 7TH ST-ROW	16.54
			5/09/16	603 SKYLINE DRIVE	11.03
			5/09/16	714 SKYLINE DRIVE	11.03
			5/09/16	GOLDENBELT BLVD-ROW	330.75
			5/09/16	ASH ST(600 BLK-HGLND CEMET	16.54
			5/09/16	DITCH BTWN 100 BLK EVINE&E	16.54
			5/09/16	EAST 6TH ST PARKING LOT	16.54
			5/09/16	EAST 6TH ST ROW	551.25
			5/09/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			5/09/16	FIRE STATION #2 - INCLDE F	115.50
			5/09/16	LACY DRIVE	110.25
			5/09/16	MEADOW LANE ROW	16.54
			5/09/16	ST MARYS ROAD ROW(CHURCH)	33.08
			5/09/16	VACANT DRAINAGE DITCH-RILE	16.54
			5/09/16	INDUSTRIAL PARK ROW	55.13
			5/09/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			5/09/16	SVR ROW (FIRE STATION 2 SI	82.69
			5/09/16	SVR ADDITION ISLANDS	88.20
			5/09/16	STRAUSS BLVD ISLANDS & R/W	330.75
			5/09/16	I 70 ROW - S WASHINGTON	661.50
			5/09/16	SOUTH JACKSON ST DRAINAGE	33.08
			5/09/16	ASH ST FROM CHESTNUT SOUTH	253.58
			5/09/16	136 E 3RD	33.08
			5/09/16	225 E 3RD	33.08
			5/09/16	6TH ST UNDERPASS	110.25
			5/09/16	SANDUSKY ROW	82.69
			5/09/16	THE BLUFFS AREA	110.25
			5/09/16	TOM NEAL INDUSTRIAL PARK A	275.63
			5/09/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			5/09/16	CHADWICK COURT PROPERTY	16.54
			5/09/16	HOLLY LANE ISLAND	16.54
			5/09/16	SVR-R/W - K-18 TO RR	551.25
			5/09/16	ENTRANCE TO SUTTERWOODS @	66.15
			5/09/16	GRANT AVE ISLANDS	165.38
			5/09/16	WESTWOOD BLVD ISLANDS	165.38

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COUNTY PUBLIC WORKS	5/09/16	APRIL 2016 TRANSFER BILL	83.79
		JOHNSON LANDSCAPING	4/30/16	TRAILER RENT TO HAUL 621	300.00
		KEY OFFICE EQUIPMENT	4/27/16	LARGE BINDER CLIPS	2.94
		KANSAS GAS SERVICE	5/09/16	2324 N JACKSON-APR 2016	62.03
			5/09/16	2324 1/2 N JACKSON	41.97
		WESTAR ENERGY	5/09/16	2324 N JACKSON-PUBLIC WORK	671.98
			5/09/16	2324 N JACKSON-BUILDING	1,359.72
			5/09/16	825 CRESTVIEW-ST LIGHTS	23.63
			5/09/16	101 E 6TH STREET-SIGNAL	85.67
			5/09/16	JUNCTION CITY	295.02
			5/09/16	107 S WASHINGTON-ST LIGHTS	24.19
			5/09/16	915 W 4TH-ST LIGHTS	18.64
			5/09/16	9TH&100 BLK W 9TH-ST LIGHT	33.35
			5/09/16	9TH & FILLEY-ST LIGHTS	65.56
			5/09/16	920 SPRUCE ST-ST LIGHTS	23.63
			5/09/16	SPRUCE & BUNKERHILL-ST LIG	29.10
			5/09/16	UTILITY PARKING LOT-ST LIG	74.07
			5/09/16	UTILITY PARKING LOT-ST LIG	74.07
			5/09/16	JEFFERSON-BETWEEN 6TH-ST L	133.79
			5/09/16	MINNICK PARKING LOT-ST LIG	144.49
			5/09/16	PARKING LOT-	116.41
			5/09/16	102 GRANT AVE	71.40
			5/09/16	1500 ST MARYS-ST LIGHTS	23.63
			5/09/16	1632 N WASHINGTON-ST LIGHT	24.19
			5/09/16	1935 NORTHWIND-ST LIGHTS	25.66
			5/09/16	1935 NORTHWIND-ST LIGHTS	26.46
			5/09/16	825 N JACKSON ST-ST LIGHTS	10.50
			5/09/16	11TH ST & JACKSON SCHOOL X	10.50
			5/09/16	807 N WASHINGTON-ST LIGHT	238.14
			5/09/16	615 N WASHINGTON-ST LIGHTS	165.89
			5/09/16	716 N WASHINGTON-ST LIGHTS	328.93
			5/09/16	132 N EISENHOWER-ST LIGHT	24.08
			5/09/16	1419 N JEFFERSON-ST LIGHTS	24.08
			5/09/16	1618 N JEFFERSON-ST LIGHTS	24.19
			5/09/16	2800 GATEWAY-ST LIGHT	40.76
			5/09/16	1200 S WASHINGTON-ST LIGHT	279.21
			5/09/16	316 N US HWY 77-FLASHER	24.54
			5/09/16	600 W 6TH-ST LIGHT	49.20
			5/09/16	1121 S US HWY 77-FLASHER	30.06
			5/09/16	401 CAROLINE CT-ST LIGHT	318.18
			5/09/16	351 E CHESTNUT-ST LIGHT	34.82
			5/09/16	ST MARYS CEMETARY-SIREN	98.33
			5/09/16	INDUSTRIAL PARK-ST LIGHT	23.63
			5/09/16	601 W CHESTNUT-FLAG	381.99
			5/09/16	1222 W 8TH-SIREN	23.73
			5/09/16	CIVIL DEFENSE-SIREN	37.51
			5/09/16	CIVIL DEFENSE-SIREN	37.51
			5/09/16	630 1/2 E TORNADO SIREN	34.82
			5/09/16	1804 N JACKSON SIREN	32.57
			5/09/16	403 GRANT AVE-SIREN	26.43
			5/09/16	703 W ASH-SIREN	23.63
			5/09/16	1102 ST MARYS RD-SIREN	25.84
			5/09/16	2022 LACY DRIVE-SIREN	23.63
			5/09/16	701 SOUTHWIND-SIREN	26.28
			5/09/16	CIVIL DEFENSE SIREN	37.51
			5/09/16	117 S WASHINGTON-SIGNAL	102.73

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/09/16	316 N US-HWY 77 & MCFARLAN	55.03
			5/09/16	604 S ADAMS-ST LIGHTS	85.52
			5/09/16	641 GARFIELD	96.93
			5/09/16	599 EISENHOWER	27.51
			5/09/16	6TH & WEBSTER	174.16
			5/09/16	6TH & JACKSON	26.97
			5/09/16	6TH & MADISON	41.42
			5/09/16	127 E 6TH	110.38
			5/09/16	8TH & JEFFERSON	83.64
			5/09/16	8TH & JEFFERSON	330.09
			5/09/16	439 W 8TH	31.14
			5/09/16	8TH & WASHINGTON	36.28
			5/09/16	124 E 9TH	73.70
			5/09/16	1501 N JACKSON	83.11
			5/09/16	1760 W ASH	49.42
			5/09/16	312 N WASHINGTON-BLINKER	24.19
			5/05/16	601 E CHESTNUT-ST LIGHT	429.14
			5/05/16	1423 N WASHINGTON-ST LIGHT	24.08
			5/05/16	2631 OAKWOOD-SIREN	24.08
			5/09/16	ST LIGHTS-APR 2016	29,647.76
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	148.41
			4/29/16	KPERS #2	712.19
			4/29/16	KPERS #3	332.31
		MATHESON TRI-GAS INC	4/26/16	WELDING SUPPLIES	23.70
		NAPA AUTO PARTS OF J.C.	5/09/16	STOCK FITTING	1.51
			5/09/16	#643 WHEEL CYLINDER	10.68-
			5/09/16	618 BATTERY	110.23
			4/08/16	611 BALL JOINTS/BRAKE PADS	209.83
			4/27/16	ELECTRONIC CLEANER	7.82
		NEWMAN SIGNS	4/26/16	STOP SIGNS	906.80
		CRAFCO, INC.	4/18/16	HARD HATS	66.42
			4/18/16	SAFETY GLASSES	79.20
			5/03/16	SAFETY CONES	648.00
		CINTAS #451	4/26/16	WEEKLY SHP TWLS & OFF MATS	31.34
			5/03/16	WKLY MATS AND TOWELS	34.37
		VICTOR L PHILLIPS CO	5/03/16	ROLLER RENT	1,026.00
			5/03/16	ROLLER RENT	1,026.00_
				TOTAL:	72,607.14
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	394.05
			4/29/16	SOCIAL SECURITY WITHHOLDIN	231.01
			4/29/16	MEDICARE WITHHOLDING	92.15
			4/29/16	MEDICARE WITHHOLDING	54.03
		CENTURYLINK COMMUNICATION, INC.	5/09/16	MUNICIPAL COURT	43.45
		VERIZON WIRELESS	5/05/16	323-7174-CITY ATTORNEY	51.92
		PURVIS LAW OFFICE LLC	4/25/16	Court Appointed Counsel	250.00
		JOSHUA DOUGLASS	5/09/16	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	5/01/16	Phone Lines - Cox	137.99
		KEY OFFICE EQUIPMENT	4/29/16	OFFICE SUPPLIES	486.25
			4/28/16	FILE STAMPS FOR COURT OFFI	59.25
		WESTAR ENERGY	5/09/16	701 N JEFFERSON-MUNICIPAL	348.17
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	583.45
			4/29/16	KPERS #1	110.59
			4/29/16	KPERS #2	208.67
		CINTAS #451	5/09/16	MATS @ MUNICIPAL COURT	27.36
			5/09/16	MATS @ MUNICIPAL COURT	27.36

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/28/16	RUGS AND MATS	27.36
			5/05/16	RUGS AND MATS	29.47
		MISC MCCREE, LEVAR J	4/26/16	Bond Refund:15-04312 -01	700.00
		DENNING, ANNA	4/29/16	Bond Refund:TT168043 -01	140.00
				TOTAL:	6,502.53
JC OPERA HOUSE	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	5/09/16	OPERA HOUSE	37.00
				TOTAL:	37.00
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	264.14
			4/29/16	MEDICARE WITHHOLDING	61.79
		CENTURYLINK COMMUNICATION, INC.	5/09/16	RECREATION	83.10
		VERIZON WIRELESS	5/05/16	3067 REC MGR SWIHART	51.92
		COX BUSINESS SERVICES	5/01/16	12th St Internet Connectio	47.95
			5/01/16	12th Street Metro E	182.50
			5/01/16	12th Street Phones	82.34
		BD4 DISTRIBUTING, INC.	4/21/16	GLOVES MED/LARGE	36.80
		WILLGRATTEN PUBLICATIONS LLC	4/05/16	DAZZLE MAGAZINE AD	140.00
			4/13/16	DAILY UNTION AD	25.00
		KATE DEATHERAGE	5/06/16	SOFTBALL CLASS-CXD-MAY 201	150.00
		JESSICA ALI	5/06/16	DEPOSIT REFUND-ROOM-04/29/	25.00
		MICHELLE LEONARD	5/06/16	DEP RFND-ROOM-04/29/16	25.00
		AMY DEESE	5/06/16	PARTY CXD-05/2/2016	80.00
		LEXIE BILICK	5/06/16	ROOM DEPOSIT REFUND-05/6/2	25.00
		KANSAS GAS SERVICE	5/09/16	1002 W 12TH	186.64
		WESTAR ENERGY	5/09/16	1002 W 12TH-COMMUNITY/P LI	1,647.93
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #2	130.38
		MASSCO	4/21/16	PH7q CASE, BATH DEOD	249.11
		CINTAS #451	4/27/16	4X6 GRAY MATS	47.78
				TOTAL:	3,542.38
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	5/09/16	ESG MAR 2016-GRANT PROCEED	2,465.95
				TOTAL:	2,465.95
FEDERAL EXCHANGE TRANS GRANTS		KAW VALLEY ENGINEERING, INC	4/29/16	2016 KLINK	3,880.00
			4/29/16	TRAFFIC LIGHT 6TH & FRANKL	5,060.00
				TOTAL:	8,940.00
NON-DEPARTMENTAL	WATER FUND	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	1,430.98
			4/29/16	SOCIAL SECURITY WITHHOLDIN	973.30
			4/29/16	MEDICARE WITHHOLDING	227.61
		KANSAS PAYMENT CENTER	4/29/16	GARNISHMENT	60.00
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	197.77
		ACCOUNT RECOVERY SPECIALISTS, INC.	4/29/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	494.82
		WATER PROTECTION FEE/CLEAN DRINKING FE	5/09/16	1ST QTR WATER PROTECTION F	6,436.01
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	290.18
			4/29/16	KPERS #2	379.96
			4/29/16	KPERS #3	261.39
				TOTAL:	10,755.77
WATER DISTRIBUTION	WATER FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	420.56
			4/29/16	MEDICARE WITHHOLDING	98.37
		MIDWEST CONCRETE MATERIALS	4/15/16	16 CY CONCRETE	411.84
			4/18/16	12 CONCRETE BLOCKS	360.00
			4/21/16	12.5 CY CONC-SPRDR PADS	321.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/21/16	8.5 TONS OF SAND - ALLEN S	38.55
		ROGER CRANSTON DBA RNS TOOLS	4/26/16	FULL SCANBAY	249.75
		KANSAS ONE-CALL SYSTEMS, INC.	4/30/16	APRIL 2016 LOCATE CALLS	176.50
		SUMMIT TRUCK GROUP	5/05/16	MUFFLER	89.45
		CENTRAL POWER SYSTEMS & SERVICES	4/25/16	AIR PRMY PC FOR ALL	39.24
			4/26/16	FILTRS,LUBE SPN, DURAMAX	137.71
		MOTION INDUSTRIES INC	4/20/16	GLOW PWR CORD	92.24
		MUNICIPAL SUPPLY, INC. OF NEBRASKA	5/04/16	DIFF OWED ON 0616293	175.06
			4/29/16	16" WATER MAIN FIX	3,665.10
			5/09/16	CREDIT FOR TAX PAID	263.62-
		CLASS C SOLUTIONS GROUP	4/19/16	FLEET SHOP PIECES	247.76
		TLC MOBILE SERVICES	4/29/16	#805 TOW	70.00
		CINTAS CORPORATION	4/15/16	MEDICAL BOXES SERVICED	3.62
		RYCOM INSTRUMENTS	4/12/16	MSL LOCATOR	734.97
		J & K CONTRACTING L.C.	5/09/16	EMERGENCY REPAIR	5,100.00
		KEY OFFICE EQUIPMENT	4/27/16	LARGE BINDER CLIPS	2.10
		KANSAS GAS SERVICE	5/09/16	2324 N JACKSON-APR 2016	62.03
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	74.04
			4/29/16	KPERS #2	415.77
			4/29/16	KPERS #3	115.87
		MATHESON TRI-GAS INC	4/26/16	WELDING SUPPLIES	23.70
		MUNICIPAL SUPPLY INC	4/29/16	16" ALPHA COLLARS	1,850.00
			4/29/16	TRACER WIRE	60.00
		NAPA AUTO PARTS OF J.C.	5/09/16	STOCK FITTING	1.51
			4/25/16	WISE	89.50
			4/27/16	ELECTRONIC CLEANER	3.91
			4/29/16	BEAM FOR #805	15.57
			5/04/16	WISE	89.50
		CRAFCO, INC.	4/18/16	HARD HATS	55.35
			4/18/16	SAFETY GLASSES	66.00
			5/03/16	SAFETY CONES	351.00
		CINTAS #451	4/26/16	WEEKLY SHP TWLS & OFF MATS	26.12
			5/03/16	WKLY MATS AND TOWELS	28.65_
				TOTAL:	15,499.47
WATER ADMINISTRATION	WATER FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	552.80
			4/29/16	MEDICARE WITHHOLDING	129.28
		CENTURYLINK COMMUNICATION, INC.	5/09/16	WATER ADMINISTRATION	110.11
		VERIZON WIRELESS	5/05/16	209-1393=METER READER	32.24
			5/05/16	210-9199=METER READER	32.28
			5/05/16	223-2321-Meter Reader 3	32.24
			5/05/16	223-1358=CITY TREASURER	51.92
			5/05/16	307-8209=IPAD, Meter Reade	40.01
			5/05/16	307-8254=IPAD, Meter Reade	40.01
		COX BUSINESS SERVICES	5/01/16	TV Charges	16.00
			5/01/16	Phone Lines - Cox	205.68
		KEY OFFICE EQUIPMENT	5/05/16	20 BOXES OF PAPER-	1,259.40
		WATER PROTECTION FEE/CLEAN DRINKING FE	5/09/16	1ST QTR CLEAN DRINKING FEE	6,033.75
		KANSAS GAS SERVICE	5/09/16	900 W SPRUCE	26.54
			5/09/16	2232 W ASH TOWER	25.92
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	372.03
			4/29/16	KPERS #2	167.98
			4/29/16	KPERS #3	267.13
		NEX-TECH	5/09/16	WATER ADMINISTRATION	0.02
		THE PRINTERY	5/09/16	WATER-WINDOW ENV. W/O/IMPR	245.00
		CINTAS #451	5/09/16	SCRAPER/BROWN MAT	59.14

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		SENSUS METERING SYSTEMS	5/09/16	HANDHELD#4-REPAIR	234.76_
				TOTAL:	9,934.24
NON-DEPARTMENTAL	SEWER FUND	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	1,368.32
			4/29/16	SOCIAL SECURITY WITHHOLDIN	936.44
			4/29/16	MEDICARE WITHHOLDING	219.02
		KANSAS PAYMENT CENTER	4/29/16	GARNISHMENT	60.00
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	200.77
		ACCOUNT RECOVERY SPECIALISTS, INC.	4/29/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	481.70
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	297.40
			4/29/16	KPERS #2	364.84
			4/29/16	KPERS #3	233.61_
				TOTAL:	4,165.85
WATER DISTRIBUTION	SEWER FUND	VERIZON WIRELESS	5/05/16	ROGERS-761-5094	25.98
			5/05/16	761-5237-DEPT	25.98
			5/05/16	761-5283--STREET 5	25.98
			5/05/16	HAYHURST-761-5293	26.35
		CENTURY BUSINESS TECHNOLOGIES	4/22/16	Copier - PW	8.75
			4/22/16	Copier - PW	17.50
		MANAGERPLUS	4/22/16	MANAGERPLUS - 25%	379.34
		COX BUSINESS SERVICES	5/01/16	Public Works - Metro E - 2	45.63
			5/01/16	Public Works - Telephone -	56.90_
				TOTAL:	612.41
WATER PLANT	SEWER FUND	F & R SERVICES	4/27/16	WATER PLANT & FIELDS	761.25
			4/27/16	PUMP STATIONS @ ADAMS ST	82.69
			4/27/16	WATER TOWER-SPRUCE ST	55.13
			4/27/16	WATER TOWER-WEST ASH ST	44.10
			5/09/16	WATER PLANT & FIELDS	761.25
			5/09/16	PUMP STATIONS @ ADAMS ST	82.69
			5/09/16	WATER TOWER-SPRUCE ST	55.13
			5/09/16	WATER TOWER-WEST ASH ST	44.10_
				TOTAL:	1,886.34
WATER ADMINISTRATION	SEWER FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	1.92
			4/29/16	MEDICARE WITHHOLDING	0.45
		WESTAR ENERGY	5/09/16	2232 W ASH-WATER TOWER	124.15
			5/09/16	2100 N JACKSON-WATER	259.73
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #2	2.85
		XEROX CORPORATION	5/01/16	Water Dept Copier	177.39_
				TOTAL:	566.49
SEWER DISTRIBUTION	SEWER FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	420.32
			4/29/16	MEDICARE WITHHOLDING	98.29
		VERIZON WIRELESS	5/05/16	MARSTON-761-5354	25.98
			5/05/16	761-5373-DEPT	25.98
		CENTURY BUSINESS TECHNOLOGIES	4/22/16	Copier - PW	8.75
			4/22/16	Copier - PW	17.50
		MANAGERPLUS	4/22/16	MANAGERPLUS - 25%	379.34
		MIDWEST CONCRETE MATERIALS	4/15/16	16 CY CONCRETE	411.84
			4/21/16	12.5 CY CONC-SPRDR PADS	321.75
		ROGER CRANSTON DBA RNS TOOLS	4/26/16	FULL SCANBAY	249.75
		KANSAS ONE-CALL SYSTEMS, INC.	4/30/16	APRIL 2016 LOCATE CALLS	176.50
		SUMMIT TRUCK GROUP	5/05/16	MUFFLER	89.44

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CENTRAL POWER SYSTEMS & SERVICES	4/25/16	AIR PRMY PC FOR ALL	39.24
			4/26/16	FILTRS,LUBE SPN, DURAMAX	137.71
		COX BUSINESS SERVICES	5/01/16	Public Works - Metro E - 2	45.62
			5/01/16	Public Works - Telephone -	56.90
		MOTION INDUSTRIES INC	4/20/16	GLOW PWR CORD	92.24
		CLASS C SOLUTIONS GROUP	4/19/16	FLEET SHOP PIECES	247.76
		TLC MOBILE SERVICES	4/29/16	#805 TOW	70.00
		CINTAS CORPORATION	4/15/16	MEDICAL BOXES SERVICED	3.62
		KEY OFFICE EQUIPMENT	4/27/16	LARGE BINDER CLIPS	2.10
		KANSAS GAS SERVICE	5/09/16	2324 N JACKSON-APR 2016	62.03
		WESTAR ENERGY	5/05/16	1452 CANDLELIGHT LIFT PUMP	59.93
			5/05/16	1121 CYPRESS-LIFT PUMP	36.10
			5/05/16	100 HOOVER LIFT PUMP	98.84
			5/05/16	1935 NORTHWIND-LIFT PUMP	41.46
			5/05/16	630 E ST LIFT PUMP	40.57
			5/05/16	400 E CHESTNUT LIFT PUMP	91.23
			5/05/16	2309 N JACKSON- LIFT PUMP	29.05
			5/05/16	948 GRANT AVE LIFT PUMP	28.06
			5/05/16	1001 GOLDENBELT LIFT PUMP	28.81
			5/05/16	500 E ASH LIFT PUMP	26.88
			5/05/16	1701 GOLDENBELT BLVD LIFT	38.73
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	74.04
			4/29/16	KPERS #2	388.79
			4/29/16	KPERS #3	142.49
		MATHESON TRI-GAS INC	4/26/16	WELDING SUPPLIES	23.70
		NAPA AUTO PARTS OF J.C.	5/09/16	STOCK FITTING	1.51
			4/25/16	WISE	89.50
			4/27/16	ELECTRONIC CLEANER	3.91
			4/29/16	BEAM FOR #805	15.57
			5/04/16	WISE	89.50
		CRAFCO, INC.	4/18/16	HARD HATS	55.35
			4/18/16	SAFETY GLASSES	66.00
			5/03/16	SAFETY CONES	351.00
		CINTAS #451	4/26/16	WEEKLY SHP TWLS & OFF MATS	26.12
			5/03/16	WKLY MATS AND TOWELS	28.65
				TOTAL:	4,858.45
SEWER ADMINISTRATION	SEWER FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	514.16
			4/29/16	MEDICARE WITHHOLDING	120.26
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	383.11
			4/29/16	KPERS #2	168.94
			4/29/16	KPERS #3	197.91
		THE PRINTERY	5/09/16	SEWER-WINDOW ENV. W/OIMPRI	245.00
		SENSUS METERING SYSTEMS	5/09/16	HANDHELD#4-REPAIR	234.77
				TOTAL:	1,864.15
WASTEWATER PLANTS	SEWER FUND	F & R SERVICES	4/27/16	EWWT PLANT	446.25
			4/27/16	EASH ASH ST LIFT STATION	55.13
			4/27/16	SWWW T PLANT	341.25
			5/09/16	EWWT PLANT	446.25
			5/09/16	EASH ASH ST LIFT STATION	55.13
			5/09/16	SWWW T PLANT	341.25
				TOTAL:	1,685.26
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	228.28
			4/29/16	SOCIAL SECURITY WITHHOLDIN	161.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/29/16	MEDICARE WITHHOLDING	37.70
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	64.64
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	84.45
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	75.58
			4/29/16	KPERS #2	59.49
			4/29/16	KPERS #3	20.88_
				TOTAL:	732.07
STORM WATER ADMINISTRA	STORM WATER	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	161.03
			4/29/16	MEDICARE WITHHOLDING	37.68
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	116.34
			4/29/16	KPERS #2	91.30
			4/29/16	KPERS #3	28.52
		KAW VALLEY ENGINEERING, INC	4/29/16	ONCALL ENGINEER SVCS 3/28-	3,879.50_
				TOTAL:	4,314.37
STORM WATER DISTRIBUTI	STORM WATER	MIDWEST CONCRETE MATERIALS	5/09/16	1CY CONC-6TH/FILLEY-STRMDR	175.50
		GEARY COUNTY PUBLIC WORKS	5/09/16	APRIL 2016 TRANSFER BILL	25.24
		CRAFECO, INC.	4/18/16	HARD HATS	22.14
			4/18/16	SAFETY GLASSES	26.40
		CINTAS #451	4/26/16	WEEKLY SHP TWLS & OFF MATS	10.45
			5/03/16	WEEKLY MATS AND TOWELS	11.46
		SELLERS EQUIPMENT, INC	4/19/16	SWEEPER GAUGE PRES	698.53
			5/09/16	#690 MOTOR	1,265.69_
				TOTAL:	2,235.41
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	EMPRISE BANK	4/25/16	IRB-PMT 2031 SPR VLY RD-MA	18,325.79
			4/25/16	IRB-PMT 2031 SPR VLY RD-MA	11,317.41_
				TOTAL:	29,643.20
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	5/09/16	ENGINEERING	37.00_
				TOTAL:	37.00
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	1,102.88
			4/29/16	SOCIAL SECURITY WITHHOLDIN	708.71
			4/29/16	MEDICARE WITHHOLDING	165.77
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	104.33
		ACCOUNT RECOVERY SPECIALISTS, INC.	4/29/16	GARNISHMENT	5.00
		MICHAEL BERN ADE	4/29/16	GARNISHMENT	228.65
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	329.92
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	166.45
			4/29/16	KPERS #2	481.12
			4/29/16	KPERS #3	36.75_
				TOTAL:	3,329.58
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	543.03
			4/29/16	MEDICARE WITHHOLDING	126.99
		VERIZON WIRELESS	5/05/16	GARTRELL-223-1337	25.98
			5/05/16	IMHAUSEN-223-1758	25.98
			5/05/16	223-1759-TODD BARRIGER	25.98
			5/05/16	WARD-223-2022	26.94
			5/05/16	DOWNNS-307-6183	32.24
			5/05/16	761-5310-STREET 7	28.14
		CENTURY BUSINESS TECHNOLOGIES	4/22/16	Copier - PW	8.75
			4/22/16	Copier - PW	17.50
		MANAGERPLUS	4/22/16	MANAGERPLUS - 25%	379.34

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		ROGER CRANSTON DBA RNS TOOLS	4/26/16	FULL SCANBAY	249.75
		CENTRAL POWER SYSTEMS & SERVICES	4/25/16	AIR PRMY PC FOR ALL	23.54
			4/26/16	FILTRS,LUBE SPN, DURAMAX	110.16
			4/27/16	RELAY FOR #586	59.71
			5/04/16	RELAY FOR 586	45.05
		COX BUSINESS SERVICES	5/01/16	Public Works - Metro E - 2	45.62
			5/01/16	Public Works - Telephone -	56.90
		CLASS C SOLUTIONS GROUP	4/19/16	FLEET SHOP PIECES	148.68
		CINTAS CORPORATION	4/15/16	MEDICAL BOXES SERVICED	2.17
		GEARY COUNTY PUBLIC WORKS	5/09/16	APRIL 2016 TRANSFER BILL	32,814.32
		KEY OFFICE EQUIPMENT	4/27/16	LARGE BINDER CLIPS	1.24
		KANSAS GAS SERVICE	5/09/16	2324 N JACKSON-APR 2016	62.02
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	117.33
			4/29/16	KPERS #2	686.72
		MATHESON TRI-GAS INC	4/26/16	WELDING SUPPLIES	23.70
		NAPA AUTO PARTS OF J.C.	5/09/16	STOCK FITTING	1.51
		CRAFECO, INC.	4/18/16	HARD HATS	22.14
			4/18/16	SAFETY GLASSES	26.40
		CINTAS #451	4/26/16	WEEKLY SHP TWLS & OFF MATS	10.45
			5/03/16	WKLY MATS AND TOWELS	11.46_
				TOTAL:	35,759.74
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	165.64
			4/29/16	MEDICARE WITHHOLDING	38.70
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	138.22
			4/29/16	KPERS #2	51.97
			4/29/16	KPERS #3	52.78_
				TOTAL:	447.31
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	BLIXT CONSTRUCTION INC	4/28/16	COMPLETION FOR MUNICIPAL B	3,450.00
		KEY OFFICE EQUIPMENT	4/25/16	SUPPLIES FOR NEW COURT BLD	104.88
			4/28/16	LABEL SUPPLIES FOR FILE SY	269.77_
				TOTAL:	3,824.65
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	5/05/16	APRIL 2016-WATER BILL DONA	430.00_
				TOTAL:	430.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	232.48
			4/29/16	MEDICARE WITHHOLDING	33.07
		JCPOA	4/29/16	JCPOA	22.66
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	70.19
		KANSAS PUBLIC EMPLOYEES	4/29/16	KP&F	163.05_
				TOTAL:	521.45
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	4/29/16	MEDICARE WITHHOLDING	33.07
		CREATIVE PRODUCT SOURCING, INC-DARE	5/09/16	D.A.R.E. SHIRTS	1,340.06
		KANSAS PUBLIC EMPLOYEES	4/29/16	KP&F	465.64_
				TOTAL:	1,838.77
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	4/29/16	FEDERAL WITHHOLDING	41.74
			4/29/16	SOCIAL SECURITY WITHHOLDIN	37.05
			4/29/16	MEDICARE WITHHOLDING	8.67
		GREAT WEST FINANCIAL	4/29/16	GREAT WEST FINANCIAL	25.00
		KANSAS DEPT OF REVENUE	4/29/16	STATE WITHHOLDING	14.22
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	35.83_
				TOTAL:	162.51

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	4/29/16	SOCIAL SECURITY WITHHOLDIN	37.04
			4/29/16	MEDICARE WITHHOLDING	8.66
		VERIZON WIRELESS	5/05/16	DTF CELL APRIL 2016	203.54
		BUD'S WRECKER SERVICE	5/09/16	16-04330 TOWING FEES	50.00
		CATHY FAHEY	5/09/16	APRIL 2016 MILEAGE	23.76
		KA-COMM	5/09/16	138721 VEHICLE SET UP #223	4,854.83
		WILLGRATTEN PUBLICATIONS LLC	5/09/16	16CV106 PUBLICATION NOTICE	151.04
			5/09/16	16CV111 PUBLICATION NOTICE	148.68
			5/09/16	16CV123 PUBLICATION NOTICE	148.68
		F & R SERVICES	5/09/16	MOW RANGE	80.00
		KANSAS PUBLIC EMPLOYEES	4/29/16	KPERS #1	54.85
		NEX-TECH	5/09/16	DRUG TASK FORCE	0.31
				TOTAL:	5,761.39

## ===== FUND TOTALS =====

01	GENERAL FUND	330,600.51
02	GRANTS	11,405.95
14	WATER FUND	36,189.48
15	SEWER FUND	15,638.95
18	STORM WATER	7,281.85
19	ECONOMIC DEVELOPMENT	29,643.20
22	SPECIAL HIGHWAY FUND	37.00
23	SANITATION FUND	39,536.63
25	CAPITAL IMPROVEMENT FUND	3,824.65
46	SUNDOWN SALUTE	430.00
47	DRUG & ALCOHOL ABUSE FUND	2,360.22
50	SPECIAL LE TRUST FUND	5,923.90

-----  
 GRAND TOTAL: 482,872.34  
 -----

## SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 4/26/2016 THRU 5/09/2016  
-----

## PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

## PRINT OPTIONS

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: APPROPRIATIONS--APR 26 2016-MAY 9 2016-CS  
SIGNATURE LINES: 0  
-----

## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
-----

COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: 4/26/2016 THRU 5/09/2016  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1-00-00-0101	4/29/2016	BANK-DRAFT	000082	INTERNAL REVENUE SERVICE	67,735.58CR	CLEARED	A	4/30/2016
1-00-00-0101	4/29/2016	BANK-DRAFT	000083	GREAT WEST FINANCIAL	4,393.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	BANK-DRAFT	000084	KANSAS DEPT OF REVENUE	12,115.98CR	CLEARED	A	4/30/2016
1-00-00-0101	4/29/2016	BANK-DRAFT	000085	KANSAS PUBLIC EMPLOYEES	80,206.80CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-00-0101	4/26/2016	CHECK	258321	MCCREE, LEVAR J	700.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258322	CARVER & BLANTON SHEA	179.78CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258323	KANSAS PAYMENT CENTER	1,462.26CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258324	JAY W. VANDER VELDE	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258325	W H GRIFFIN, TRUSTEE	729.23CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258326	ACCOUNT RECOVERY SPECIALISTS,	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/29/2016	CHECK	258327	MICHAEL BERN ADE	228.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/28/2016	CHECK	258328	BLIXT CONSTRUCTION INC	3,450.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/28/2016	CHECK	258329	US DEPT OF ARMY	425.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/28/2016	CHECK	258330	GEARY COUNTY REGISTER DEEDS	130.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/28/2016	CHECK	258331	GEARY COUNTY REGISTER DEEDS	156.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	4/28/2016	CHECK	258332	BRAMLAGE PROPERTIES, LLC	325.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/02/2016	CHECK	258333	REFUND: DEL MOTORS	632.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/04/2016	CHECK	258334	MUNICIPAL SUPPLY, INC. OF NEBR	2,258.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258335	VERIZON WIRELESS	3,525.16CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258336	MALEAH CHERICO	20.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258337	TAYLOR BIVINS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258338	MIGUEL ORELLANO	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258339	KATE DEATHERAGE	150.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258340	JESSICA ALI	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258341	MICHELLE LEONARD	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258342	AMY DEESE	80.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258343	WESTAR ENERGY	996.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258344	DENNING, ANNA	140.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258345	REFUND: MARRERO-ROBLES , ANGEL	16.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258346	REFUND: MONTOKA JR, EVARISTO	139.68CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258347	REFUND: ENNIS, JARRELL D	18.50CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258348	REFUND: BLYDEN, JAMAL	106.21CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258349	REFUND: PRIETO, GENARO J	86.17CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258350	REFUND: MOSLEY, JAVONE M	49.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258351	REFUND: HARLEY, ERICA	49.74CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258352	REFUND: CERNIK, CATHERINE E	76.15CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258353	REFUND: ARNETT, FORREST	91.15CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258354	REFUND: ROE, JOHNATHAN C	102.11CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258355	REFUND: BARNHART, JOSEPH G	75.28CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258356	REFUND: HAYNES, BONNY	24.63CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258357	REFUND: SMITH II, RICHARD J	74.96CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258358	REFUND: GLENNA, ERIK	85.29CR	OUTSTND	U	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STATUS: All  
FOLIO: All

CHECK DATE: 4/26/2016 THRU 5/09/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	5/06/2016	CHECK	258359	REFUND: ROBLEDO, ISAAC A	27.89CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258360	REFUND: ZOELLER, JASON	129.38CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258361	REFUND: NABORS, KIMBERLY	56.82CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258362	REFUND: CRAWFORD, DORCAS D	22.72CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258363	REFUND: HERRERA, MELISSA	64.42CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258364	REFUND: HART, TYESHA	112.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258365	REFUND: AVERY, JASON	382.63CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258366	REFUND: KABEL, SAMANTHA JO	68.63CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258367	REFUND: SHEARER, AMBER	16.74CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258368	REFUND: WASHINGTON, MICHELLE L	82.68CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258369	REFUND: MCBRYDE, COURTNEY	58.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258370	REFUND: AVERY, JERRY	97.54CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258371	REFUND: HARRINGTON, ERICA M	94.88CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258372	REFUND: MURRUGARRA, JHONNY	89.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258373	REFUND: DEBRUZZI, FRED S	70.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258374	REFUND: PALMER, REBECCA J	117.05CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258375	REFUND: CONLEY, CHIVON J	12.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258376	REFUND: PHEMISTER, LARRY	34.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258377	REFUND: HAWMAN, KAYLIN	20.93CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258378	REFUND: MORGAN, DERRICK J	44.18CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258379	REFUND: SYKES, WILSON	48.88CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258380	REFUND: PAGAN, PAUL	37.80CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258381	REFUND: SERRANO, BRITTANY	6.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258382	REFUND: BROWN, CONSTACE	71.17CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258383	REFUND: JUNGHANS AGENCY	41.58CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258384	REFUND: DANIELS, JOHN A	7.78CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258385	REFUND: LOVETT, TJARNA	34.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258386	REFUND: WARD, TROY B	63.90CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258387	REFUND: COMPTON, JOSEPH	38.26CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258388	REFUND: HAMILTON, MICHAYLA A	41.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258389	REFUND: MEISTER, JEANA R	59.73CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258390	REFUND: SANDERSON, EVA M	13.35CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258391	REFUND: BESHIRS, BRIANNA M	52.30CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258392	REFUND: SCHRADER, SARAH	25.92CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258393	REFUND: BRANFORD, BENJAMIN	44.23CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258394	REFUND: BEADLE, DANIEL	23.45CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258395	REFUND: BURNETTE, MARISSA L	13.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258396	REFUND: DORSTEN, DILLON E	27.37CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258397	REFUND: TUCKER, KHADIJAH T	28.71CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258398	REFUND: SZAKACSY, BLIVEN M	41.02CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258399	REFUND: OHUKA, AZUWUIKE	82.51CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258400	REFUND: SANSON, AMY	5.12CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258401	REFUND: DUNBAR, TOMIEKA C	33.15CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258402	REFUND: PESANO, MICHEAL G	6.81CR	OUTSTND	U	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STATUS: All  
FOLIO: All

CHECK DATE: 4/26/2016 THRU 5/09/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	5/06/2016	CHECK	258403	REFUND: DIECKMANN, JOSHUA	115.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/06/2016	CHECK	258404	REFUND: COLLAZO, JENNIFER	21.71CR	OUTSTND	U	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258405	APAC KANSAS, INC.	3,352.13CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258406	ARTHUR-GREEN,LLP	4,856.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258407	AT&T NATIONAL COMPLIANCE CENTE	150.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258408	BAYER CONSTRUCTION CO.	2,600.51CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258409	BD4 DISTRIBUTING, INC.	36.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258410	JOHN BERNSTEIN	120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258411	BUD'S WRECKER SERVICE	50.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258412	C & K CONSTRUCTION	132.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258413	C & M LAWN SERVICES	5,846.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258414	CENTER FOR HUMAN DEVELOPMENT	300.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258415	CENTRAL POWER SYSTEMS & SERVIC	943.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258416	CENTURY BUSINESS TECHNOLOGIES	420.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258417	CENTURYLINK COMMUNICATION, INC	2,163.04CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258418	CHAMBER OF COMMERCE	12.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258419	CINTAS CORPORATION	14.47CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258420	CINTAS #451	496.68CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258421	CLASS C SOLUTIONS GROUP	991.07CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258422	COLLECTION BUREAU OF KANSAS IN	468.08CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258423	CONRAD FIRE EQUIPMENT	1,380.88CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258424	CONTINENTAL PROFESSIONAL LAUND	277.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258425	COX BUSINESS SERVICES	8,254.18CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258426	CRAFCO, INC.	1,835.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258427	CREATIVE PRODUCT SOURCING, INC	1,340.06CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258428	CROWN DISTRIBUTORS, INC.	264.33CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258429	DAVE'S ELECTRIC, INC.	1,182.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258430	DOCUMENT RESOURCES, INC.	35.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258431	JOSHUA DOUGLASS	2,500.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258432	DUDE SOLUTIONS INC.	5,316.16CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258433	F & R SERVICES	22,704.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258434	CATHY FAHEY	23.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258435	FIRE SERVICE TESTING COMPANY,	3,175.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258436	FISHER, PATTERSON, SAYLER & SM	711.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258437	FLINT HILLS BEVERAGE LLC	454.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258438	FOOTJOY/TITLEIST	951.21CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258439	GEARY COUNTY PUBLIC WORKS	32,923.35CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258440	GEARY COUNTY RWD #4	47.13CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258441	GEARY COUNTY SHERIFF	30,353.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258442	GOLF MAX	164.37CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258443	INCODE	138.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258444	INTERNATIONAL CODE COUNCIL, IN	117.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258445	J & K CONTRACTING L.C.	5,100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258446	JIM REED	20.00CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

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 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	5/09/2016	CHECK	258447	JOHNSON LANDSCAPING	300.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258448	KA-COMM	5,788.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258449	KANSAS GAS SERVICE	1,915.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258450	KANSAS MUNICIPAL UTILITIES	250.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258451	KANSAS ONE-CALL SYSTEMS, INC.	353.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258452	KAW VALLEY ENGINEERING, INC	12,819.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258453	KEY OFFICE EQUIPMENT	2,240.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258454	ED LAZEAR	5.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258455	LEXIE BILLOCK	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258456	LOGAN BUSINESS MACHINES	304.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258457	MANAGERPLUS	1,517.35CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258458	MASSCO	249.11CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258459	MATHESON TRI-GAS INC	94.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258460	MIDWEST CONCRETE MATERIALS	4,430.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258461	MOTION INDUSTRIES INC	368.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258462	MUNICIPAL SUPPLY INC	1,910.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258463	MUNICIPAL SUPPLY, INC. OF NEBR	3,401.48CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258464	NAPA AUTO PARTS OF J.C.	812.48CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258465	NEWMAN SIGNS	906.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258466	NEX-TECH	31.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258467	OMNI BILLING	3,881.92CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258468	ONE ACCORD	350.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258469	OPEN DOOR COMM. HOUSE	2,465.95CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258470	PAYNE & JONES CHARTERED	5,488.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258471	PURVIS LAW OFFICE LLC	250.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258472	R & R PRODUCTS CO.	151.84CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258473	ROGER CRANSTON DBA RNS TOOLS	999.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258474	RICK ROOK	14.20CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258475	ROTHWELL LANDSCAPE INC	103.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258476	RYCOM INSTRUMENTS	734.97CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258477	SECURITY SOLUTIONS INC	1,215.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258478	SELLERS EQUIPMENT, INC	1,964.22CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258479	SENSUS METERING SYSTEMS	469.53CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258480	SERVICEMASTER	823.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	5/09/2016	CHECK	258483	STAPLES ADVANTAGE	634.86CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258484	SUMMIT TRUCK GROUP	358.51CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258485	SUNDOWN SALUTE INC	430.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	5/09/2016	CHECK	258487	THE PRINTERY	580.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258488	TLC MOBILE SERVICES	140.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258489	TMHC SERVICES, INC.	371.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258490	TURFLINE INC.	192.51CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STATUS: All  
FOLIO: All

CHECK DATE: 4/26/2016 THRU 5/09/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	5/09/2016	CHECK	258491	UNIVERSITY OF KANSAS	60.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258492	US FOOD SERVICE	271.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258493	VICTOR L PHILLIPS CO	2,052.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258494	WATER PROTECTION FEE/CLEAN DRI	12,469.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258495	WESTAR ENERGY	52,599.14CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258496	WILLGRATTEN PUBLICATIONS LLC	613.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258497	XEROX CORPORATION	177.39CR	OUTSTND	A	0/00/0000
1-00-00-0101	5/09/2016	CHECK	258498	YAMAHA MOTOR CORPORATION, U.S.	3,595.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-00-				CHECK	TOTAL:	293,939.70CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	164,452.29CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	293,939.70CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	164,452.29CR		

**Backup material for agenda item:**

- b. Consideration of April 2016 ambulance contractual obligation adjustments and bad debt adjustments.

# City of Junction City

## City Commission

### Agenda Memo

May 10, 2016, 2016

**From:** Kelly Heindel, Administrative Secretary II  
**To:** City Commission and City Manager  
**Subject:** April 2016 Ambulance Adjustments

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**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

Contractual Obligation Adjustment	\$ 28,059.82
Bad Debt Adjustment	\$ 18,570.77

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- c. Consideration of City Commission Minutes for May 3, 2016 Meeting.

## **CITY COMMISSION MINUTES**

May 3, 2016

7:00p.m.

### **CALL TO ORDER**

The scheduled meeting of the Junction City Commission was held on Tuesday, May 3, 2016 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald Via Facetime, Pat Landes, Mick McCallister, Mike Ryan and Jim Sands. Staff present was: City Manager Dinkel, Assistant City Manager Beatty, City Attorney Logan and City Clerk Shawna Settles.

### **PUBLIC COMMENT**

Junction City's Municipal Court Judge, Mike McKone, announced the Municipal Court located at 701 N. Jefferson St. would be hosting an open house for the new building.

### **CONSENT AGENDA**

Commissioner Fitzgerald moved, seconded by Commissioner Sands to approve the consent agenda as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-9 dated-April 13th 2016-April 25th 2016 in the amount of \$1,061,080.22.
- b. Consideration of Payroll No. 7, No. 8 & No. 9 for the Month of April.
- c. Consideration of City Commission Minutes for April 19, 2016 Meeting.

### **SPECIAL PRESENTATIONS**

Mayor Mick McCallister presented the proclamation declaring May 2016 as Mental Health Month to Joy Davis of Pawnee Mental Health Services.

Mayor Mick McCallister presented the proclamation for Peace Officers' Memorial Day and Police Week to Police Chief Brown.

### **NEW BUSINESS**

The request to waive Fiscal Policy Section 3.07 to direct negotiate for Employee Health Insurance was presented. Human Resources Director Van Horn, City Manager Dinkel and Assistant City Manager Beatty explained the request to waive the policy, the timeline and answered questions. Commissioner Landes

moved to approve a waiver of Fiscal Policy Section 3.07 to direct negotiate for Employee Health Insurance, seconded by Commissioner Ryan. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The 2016 Bulletproof Vest Partnership Grant Application was presented. Police Chief Brown explained the grant and answered questions. Commissioner Fitzgerald moved to approve the 2016 Bulletproof Vest Partnership Grant Application, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The 2016 Contract for Jail Services was presented. Police Chief Brown explained this annual contract and answered questions. Commissioner Fitzgerald moved to approve the 2016 Contract for Jail Services, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The request for the Wheels of HOPE Cinco de Mayo fundraiser on May 7, 2016 in Heritage Park was presented. Police Chief Brown gave details on the request and answered questions. Commissioner Fitzgerald moved to approve the requests for the Wheels of HOPE Cinco de Mayo fundraiser on May 7, 2016 in Heritage Park as presented, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

The request to purchase one 2016 Chevrolet Tahoe to replace a 2013 Chevrolet Tahoe damaged in a vehicle accident was presented. Police Chief Brown explained why they needed a new vehicle and answered questions. Commissioner Sands moved to approve the purchase of one 2016 Chevrolet Tahoe to replace a 2013 Chevrolet Tahoe damaged in a vehicle accident from Don Hattan Chevrolet, Inc. of Wichita, KS in an amount not to exceed \$33,903.13, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

The requests from Jammin' in JC Blues and BBQ Festival Committee to include the closure of streets and parking lot, use of barricades, noise waiver, use of electricity, use of park lights, trash containers, police support and the selling of food and beer in Heritage Park from September 23 to September 24, 2016 was presented. Police Chief Brown gave details on the event and requests. Commissioner Ryan moved to approve the requests from Jammin' in JC Blues and BBQ Festival Committee to include the closure of streets and parking lot, use of barricades, noise waiver, use of electricity, use of park lights, trash containers, police support and the selling of food and beer in Heritage Park from September 23 to September 24, 2016, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

The request for street closing for the Junction City Arts Council Arts in the Park Festival and Car Show on June 4, 2016 in Heritage Park was presented. Police Chief Brown, Junction City Arts Council President Michael Gray and Chris Anderson gave details on the events and the requests. Commissioner Sands moved to approve the street closing for the Junction City Arts Council Arts in the Park Festival and Car Show on June 4, 2016 in Heritage Park as presented, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

Resolution No. R-2808 Formation of a Food Policy Council was presented. City Manager Dinkel, Commissioner Ryan, Kolia Souza of Live Well Geary County and Kristen Noriega of Live Well Geary County explained the need for the Council and answered questions. Commissioner Landes moved to approve Resolution No. R-2808 Formation of a Food Policy Council as amended, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

The grant of a twenty-five foot Utility Easement to Westar Energy was presented. City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve the grant of a twenty-five foot Utility Easement to Westar Energy in the amount of \$3,150.00, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

## **MAYOR, COMMISSIONER & STAFF COMMENTS**

Mayor, Commissioners and Staff provided reports on Committees and community events.

## **ADJOURNMENT**

Commissioner Sands moved, seconded by Commissioner Landes to adjourn at 8:34 p.m. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 17TH DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 3, 2016.

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Shawna Settles, City Clerk

Mick McCallister, Mayor

**Backup material for agenda item:**

- a. Public Hearing for Downtown Commercial Rehabilitation Application

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

05/10/2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject: Public Hearing for Downtown Rehabilitation Application**

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**Objective:** Allow for Public Comment for a Kansas Department of Commerce Small Cities Community Development Block Grant (CDBG) application under the Commercial Rehabilitation category.

**Explanation of Issue:** Country Floral and Gifts purchased the building at 617 North Washington Street and are applying for funds to rehabilitate the building. A governmental entity is required to make the application however there will be no City funds involved. Gary Stith, Director of the Flint Hills Regional Council, will be present at the hearing to discuss the project and the application for CDBG funds.

**Attachments:** Public Hearing Notice

**Public Hearing Notice**  
**Downtown Commercial Rehabilitation Applications**

The City of Junction City Kansas will hold a public hearing on May 17, 2016 at 7:00 p.m. in the Commission Room 701 North Jefferson Street for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Downtown Commercial Rehabilitation category. The specific project application to be discussed is the expansion of Country Floral and Gift to 617 North Washington Street that will consist of restoring structural integrity, repairing water damage, remediating mold and asbestos, bringing electrical wiring, plumbing, and heating and air conditioning systems to code, removing debris and complying with ADA standards in the bathroom and building entry. The estimated cost for the project is \$450,000 with the grant request of \$250,000 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the Junction City CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to Shawna Settles, City Clerk by May 13, 2016.

Publish in the Junction City Union once on May 11, 2016.

**Backup material for agenda item:**

EMS Week Proclamation presented by Mayor McCallister, comments by Interim Fire Chief Rook

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

May 5, 2016

**From:** Rick Rook, Interim Fire Chief  
**To:** City Manager and City Commission  
**Subject:** Fire Prevention Week Declaration

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**Background:** Each year the President of the United States proclaims a National EMS Week.

**Discussion of Issue:** This year, May 15<sup>th</sup> through 21<sup>st</sup>, 2016 is National EMS Week. The Junction City Fire Department would like to observe this week with a proclamation.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the proclamation
2. Disapprove the proclamation

**Recommendation:** I recommend the approval of the proclamation

**Enclosures:** Proclamation

## EMS Week Proclamation

To designate the Week of May 15 - 21, 2016, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

*THEREFORE, I Mick McCallister, Mayor of the City of Junction City, Kansas in recognition of this event do hereby proclaim the week of May 15-21, 2016, as*

### EMERGENCY MEDICAL SERVICES WEEK

With the theme, ***EMS Strong: Called to Care***, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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Mick McCallister, Mayor

**Backup material for agenda item:**

Proclamation declaring May 15-21, 2016 as National Public Works Week by Mayor Mick McCallister.

# City of Junction City

## City Commission

### Agenda Memo

May 10, 2016

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Reading and Signing of the National Public Works Proclamation**

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**Objective:** To have the Mayor read and sign the National Public Works Week Proclamation

**Explanation of Issue:** Junction City participates in the National Public Works Week to energize and educate the public on the importance of public works to their daily lives by planning, building, managing and operating at the heart of their local communities to improve everyday quality of life.

**Background:** Since 1960, the America Public Works Association (APWA) has sponsored National Public Works Week across North America for its more than 29,000 members in the United States and Canada. One of the main goals of the American Public Works association (APWA) is to educate the general public about the value and necessities of public works projects throughout North America.

**Budget Impact:** No impact on the budget

**Alternatives:** The City Commission may approve, modify, table or deny the presentation.

**Recommendation:** Staff recommends reading and signing the National Public Works Proclamation.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve as presented.



# **City of Junction City**

## **Proclamation**

### **National Public Works Week**

**May 15-21, 2016**

***Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and***

***Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and***

***Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and***

***Whereas, the quality and effectiveness of these facilities, as well as, their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and***

***Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,***

***Now, Therefore, I, Mick McCallister, Mayor of the City of Junction City do hereby proclaim the week of May 15-21<sup>st</sup> 2016***

***“NATIONAL PUBLIC WORKS WEEK”***

***IN THE***

***CITY OF JUNCTION CITY***

***And call upon all citizens and civic organizations to acquaint themselves with the work and services in which our public works staff provides; and to recognize the contributions which our staff and officials make every day in bringing and providing safe, efficient and quality public services.***

***Given under my hand and Seal of the City of Junction City, State of Kansas, this 17<sup>th</sup> Day of May, 2015.***

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***Mick McCallister, Mayor***

**Backup material for agenda item:**

City Reappointment of Linda Hoeffner to the Board of Trustees of the Dorothy Bramlage Public Library.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

05-17-2016

**From:** Shawna Settles, City Clerk

**To:** Governing Body

**Subject: City Reappointment to the Board of Trustees of the Dorothy Bramlage Public Library**

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**Objective:** Consideration to reappoint Linda Hoeffner to the Board of Trustees of the Dorothy Bramlage Public Library.

**Explanation of Issue:** The City Commission appoints this position. Linda Hoeffner has already served one term on the board and has been elected as president if reappointed. Her second term will be from May 2016 to April 2020.

**Budget Impact:** No impact.

**Staff Recommendation:** The appointment is a decision of the Governing Body. I move to reappoint \_\_\_\_\_, to a second four year term to the Board of Trustees of the Dorothy Bramlage Public Library which will expire April 2020.

**Attachments:** E-mail from Susan Moyer of the Dorothy Bramlage Public Library.

## Settles, Shawna

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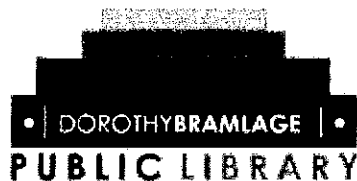
**From:** Susan Moyer <susanm@jclib.org>  
**Sent:** Tuesday, May 10, 2016 3:16 PM  
**To:** Settles, Shawna  
**Subject:** Library board appointment

Shawna,

Linda Hoeffner's first term on the library board expired at the end of the month. I'm not seeing where we put through a recommendation to the mayor that she be appointed to her second term beginning May 1 and continuing through April 30, 2016. Is it too late to add that to the agenda for the 5/17 city commission meeting? Her biographical statement is below.

### Linda Hoeffner

Linda S. Hoeffner began her career at Ft Riley with the III ROTC Region Headquarters in 1973. She earned her Bachelor of Science Degree in Management from Upper Iowa University in 1995. She served as the first Resource Management Officer for the Garrison Command under the newly established Installation Management Agency from 2004-2005 before being selected as the Deputy Garrison Commander in April 2005, a position she held until her retirement in 2014. She is a Geary County resident and a graduate of the Flint Hills Leadership Program. Her awards include the Commander's Award, Achievement Medal for Civilian Service, two Superior Civilian Service Awards, Meritorious Civilian Service Award, Assistant to the Secretary of the Army (Financial Management and Comptroller) Resource Management Awards for Installation Deputy Comptroller and Functional Chief Representative Special award.



Susan Moyer, Director  
Dorothy Bramlage Public Library  
230 West Seventh Street  
Junction City, KS 66441  
785-238-4311  
785-238-7873 (fax)  
susanm@jclib.org

**Backup material for agenda item:**

- e. Designation of Governing Body member to serve on JLUS Policy Board.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

May 17, 2016

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**To:** City Commission & Allen Dinkel, City Manager

**Subject:** Designation of Governing Body member to serve on JLUS Policy Board

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**Issue:** Setting

**Explanation of Issue:** The 2006 Joint Land Use Study (JLUS) for Fort Riley is being updated through a grant from the Office of Economic Assistance (OEA). This project is being coordinated through the Flint Hills Regional Council on behalf of the cities and counties in the region, including the City of Junction City.

As a condition of that project, a JLUS Policy Board must be established, which is to consist of representatives from the primary community governing bodies. As such, the City of Junction City is being requested to name its "representative" to serve on the JLUS Policy Board.

According to information provided by the Flint Hills Regional Council staff, it is anticipated the Policy Board should have no more than 5 or 6 meetings to attend over the life of the project. It is anticipated the update to the JLUS will be done by the end of next year.

**Staff Recommendation:** Name a member of the governing body to serve on the JLUS Policy Board.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved that \_\_\_\_\_ be the representative from the City of Junction City for the JLUS Policy Board.

Commissioner \_\_\_\_\_ seconded the motion.

**Backup material for agenda item:**

- a. Consideration from Junction City Brigade Baseball Club for a noise waiver and fireworks waiver at Rathert Stadium for the season from June 4 through July 23, 2016.

# City of Junction City

## City Commission

### Agenda Memo

May 17, 2016

From: Tim Brown, Chief of Police  
To: Allen Dinkel, City Manager and City Commission  
Subject: Ordinance Waivers for Junction City Brigade 2016

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**Objective:** Noise Waiver and Waiver of Fireworks ordinances for the 2016 Junction City Brigade baseball season.

**Explanation of Issue:** Cecil Aska from the Junction City Brigade baseball club requests a noise waiver and waiver of the fireworks ordinance for the use of fireworks at Rathert Stadium, 900 West 13<sup>th</sup> Street, on the following dates: June 4, June 6, June 13, June 16-18, June 20, June 23, June 24, June 27, June 30, July 1-4, July 12-17, July 21-23. Fireworks shows will be held on June 4, June 17, June 24, July 1 and July 3.

Firework shows will be executed by Bennett Fireworks LLC.

**Budget Impact:** There is no impact on the budget.

**Alternatives:** The Commission may approve, deny, or postpone the event.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends approval of the request for a noise waiver and the authorization to discharge fireworks by the Junction City Brigade at Rathert Stadium for the 2016 season.

**Enclosures:** Junction City Brigade request from Cecil Aska, General Manager



May 5, 2016

TO: Junction City Commission  
Junction City Police Department

RE: Waiver of City Noise Ordinance  
Waiver of the Fireworks Ordinance

The Junction City Community Baseball Club, 501 (c) 3 non-profit organization who operate the Junction City Brigade Baseball Club is requesting a waiver of the City's Noise and Fireworks ordinances for activities associated with the Junction City Brigade Baseball Club at Rathert Stadium (900 W. 13<sup>th</sup>) during the 2016 baseball season. Such activities to include crowd noise, pa systems, live and recorded musical entertainment as well as firework shows. The firework shows will be executed by Bennett Fireworks, LLC. of Junction City, Kansas.

The request is for the dates listed below and the rescheduling of any of those dates should that be necessary.

June 4, 6, 13, 16 – 18, 20, 23, 24, 27 and 30.  
July 1 – 4, 12 – 17 and 21 – 23.

June 4, 17, 24, July 1 and 3 (Firework Shows)

Thank you for your consideration in this matter.

  
Cecil Aska  
General Manager  
Junction City Brigade Baseball Club

**Backup material for agenda item:**

- b. Consideration of Special Event Permit application for Toby's Legacy Show to have their annual carnival from May 18 - May 21, 2016 at the empty lot on the corner of N Monroe and Grant Ave.

**City of Junction City  
City Commission  
Agenda Memo**

May 17, 2016

**From:** Mark Karmann, Codes Administrator  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject:** Special Event Permit – Toby's Legacy Show

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**Objective:** The consideration and approval of the Special Event Permit application for Toby's Legacy Show to have their annual carnival from May 18 - May 21, 2016 at the empty lot on the corner of N Monroe and Grant Ave.

**Explanation of Issue:** Building & Codes has received a Special Event Permit application for Toby's Legacy Show. This event is being sponsored by Partner's of the First Territorial Capital. Toby's Legacy Show is requesting to have this special event May 18 - May 21, 2016.

**Budget Impact:** The Carnival is a Type 5 Special Event. The fee is \$150.00 and has been paid.

**Alternatives:** The Commission may approve, deny, or postpone this item.

**Recommendation:** Staff recommends approval of the Special Event Permit application for Toby's Legacy Show.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve Special Event Permit application for Toby's Legacy Show.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Special Event Permit Application

**SPECIAL EVENT PERMIT APPLICATION**

This application must be filed at the office of the Code Administrator.

**AN INCOMPLETE APPLICATION WILL NOT BE ACCEPTED OR PROCESSED.**

Applicant Name: Sabrina Nemmers  
 Address: 503 S. West St. Box 978 Arma, KS 66712  
 Email Address: hrestarshadow@yahoo.com  
 Phone Numbers: Home: \_\_\_\_\_ Office: \_\_\_\_\_  
 Cellular: 620-249-3850 Fax: \_\_\_\_\_

Alternate Applicant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Numbers: Home: \_\_\_\_\_ Office: \_\_\_\_\_  
 Cellular: \_\_\_\_\_ Fax: \_\_\_\_\_

Organization Name: Toby's Legacy Show  
 Address: 503 N. West St Arma KS 66712  
 Phone Numbers: Office: 620-249-3850 Fax: \_\_\_\_\_

Event On-Site Contact Person: Sabrina Nemmers, Matt Blunt, Kyle Guth  
 Phone Numbers: Home: \_\_\_\_\_ Office: \_\_\_\_\_  
 Cellular: 620-249-3850 or 620-404-9792

(Use separate sheet if necessary for names of additional applicants/organizations.)

Event Name: Carnival Toby's Legacy Show sponsored by  
 Event Location: Partners of the First Territorial Capitol - behind Home  
Lumber - lot Grant Ave & Monroe St near 1750 N Monroe St  
 Event Date(s) and Time(s): May 18-21, 2016 May 21 open 12PM  
May 18-20 open 6:00 PM to 10 or 11 PM

Estimated Number of Attendees: 1,000

Event Description: Carnival: Rides, games & Food

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(Use additional paper if necessary.)

Additional Required Documents:

- ☐ Detailed Site Plan, drawn to scale, showing the layout and uses to be established at the location for the Special Event. The site plan shall address all uses and supporting amenities proposed, including but not limited to required parking, access points, signage, sanitation facilities, and all other relevant materials.
- ☐ Written authorization from the property owner, naming the agent, and that the property owner is aware and approves of the requested Special Event Permit. Dr. Khoury 785-375-5500

I (We) realize that this application cannot be processed unless it is completely filled in; is accompanied by a detailed site plan as required by City Code; and is accompanied by the appropriate fee.

Sabrina Nemmers  
(Applicant Name - Printed)

Sabrina Nemmers  
Applicant Signature

\_\_\_\_\_  
(Applicant Name - Printed)

\_\_\_\_\_  
Applicant Signature

OFFICE USE ONLY:

This application was received at the office of the Code Administrator at 9:39 (AM) (PM) on the 13th day of May, 2016. This application has been checked and found to be complete and accompanied by the required documents and the appropriate fee of \$ 150.00.

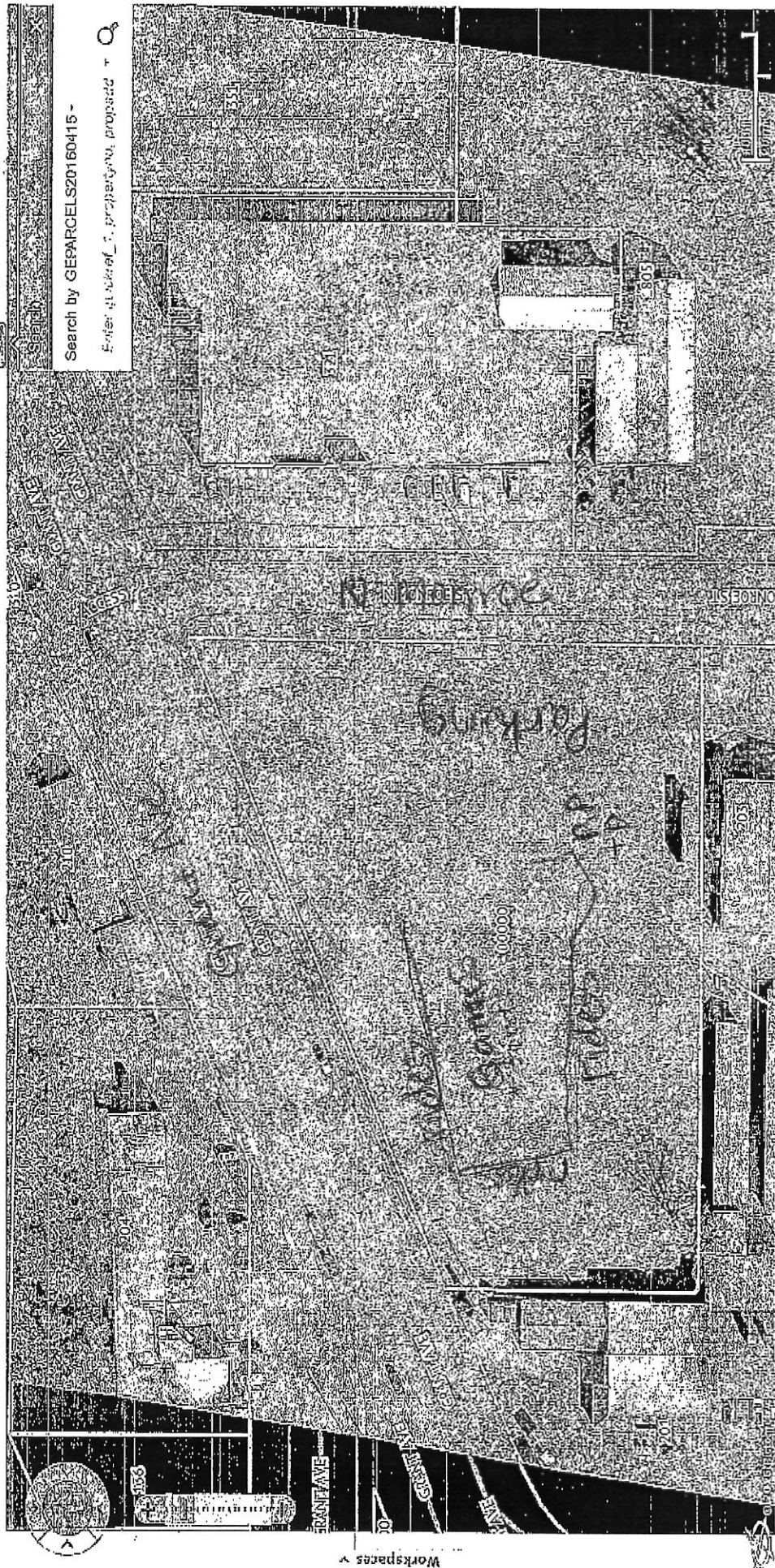
Sarah Brown  
Name  
Admin Asst II  
Title

☐ Approved ☐ Disapproved

\_\_\_\_\_  
Code Administrator

\_\_\_\_\_  
Date

CONNECTEXPLORER



map: Auto 03/14/2014 Select Date: < Image 1 of 8 >

P.P. - Porta Pots  
D. - clumpster

**Backup material for agenda item:**

- c. Consideration for a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg to be held in the 900-1000 block of Grant Ave on June 3 through June 4, 2016.

**City of Junction City  
City Commission  
Agenda Memo**

May 17, 2016

**From:** Mark Karmann, Codes Administrator  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject: 2016 Sundown Salute Mud Bogg**

---

**Objective:** The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave June 3 – June 4, 2016.

**Explanation of Issue:** City staff has received application for a temporary Cereal Malt Beverage license from Sundown Salute for the Mud Bogg scheduled for June 2 – June 4, 2016. The event will be held in the 900-1000 block of Grant Avenue. Commission approval is required for the temporary license.

**Budget Impact:** A temporary Cereal Malt Beverage license costs \$25.00 per day. An investigation fee of \$25.00 is charged as well.

**Alternatives:** The Commission may approve, deny, or postpone these items.

**Recommendation:** Staff recommends approval for a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave June 3 – June 4, 2016.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve the temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave June 3 – June 4, 2016..

Commissioner \_\_\_\_\_ seconded the motion.

**Backup material for agenda item:**

- d. Consideration for a temporary Cereal Malt Beverage license to Sundown Salute for the 4th of July celebration held in Heritage Park.

**City of Junction City  
City Commission  
Agenda Memo**

May 17, 2016

**From:** Mark Karmann, Codes Administrator  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject: 2016 Sundown Salute**

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**Objective:** The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute for the 4<sup>th</sup> of July celebration held in Heritage Park.

**Explanation of Issue:** City staff has received application for a temporary Cereal Malt Beverage license from Sundown Salute for the annual 4<sup>th</sup> of July celebration in Heritage Park. The selling of the beer will start on July 1, 2016 and end on Monday, July 4, 2016. City Staff is requesting to issue a special exception for sales to take place on Sunday until 11:30 pm.

A license must be obtained in order to have the Cereal Malt Beverages delivered and through the entire duration the beer is on the property. The truck will be delivering the beer on June 28, 2016 and will pick up any remaining beer on July 5, 2016.

**Budget Impact:** A temporary Cereal Malt Beverage license costs \$25.00 per day

**Alternatives:** The Commission may approve, deny, or postpone these items.

**Recommendation:** Staff recommends approval for a temporary Cereal Malt Beverage license to Sundown Salute for the 4<sup>th</sup> of July celebration in Heritage Park with the license dates of June 28, 2016 – July 5, 2016, but sales will be from July 1, 2016 – July 4, 2016, to include a special exception to sell on Sunday until 11:30 pm.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve a temporary Cereal Malt Beverage license to Sundown Salute for the 4<sup>th</sup> of July celebration in Heritage Park with the license dates of June 28, 2016 – July 5, 2016, with sales from July 1, 2016 – July 4, 2016, to include sales on Sunday until 11:30 pm.

Commissioner \_\_\_\_\_ seconded the motion.

**Backup material for agenda item:**

- e. Consideration of a Special Event Permit application from Movies Under the Stars for a free family outdoor movie event at Playground Park on May 21, 2016.

**City of Junction City  
City Commission  
Agenda Memo**

May 17, 2016

**From:** Mark Karmann, Codes Administrator  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject:** Special Event Permit – Movies Under the Stars

---

**Objective:** The consideration and approval of a Special Event Permit application from Movies Under the Stars on May 21, 2016 at Playground Park on 5<sup>th</sup> St for a free family outdoor movie event.

**Explanation of Issue:** Building & Codes has received a Special Event Permit application from Movies Under the Stars. This event will be located at Playground Park on 5<sup>th</sup> St. This event is a family outdoor movie event. There will be free inflatables, face painting, a movie and Vista Burger will be selling food.

**Budget Impact:** This event is a Type 5 Special Event and the fee is \$150.00. The

**Alternatives:** The Commission may approve, deny, or postpone this item.

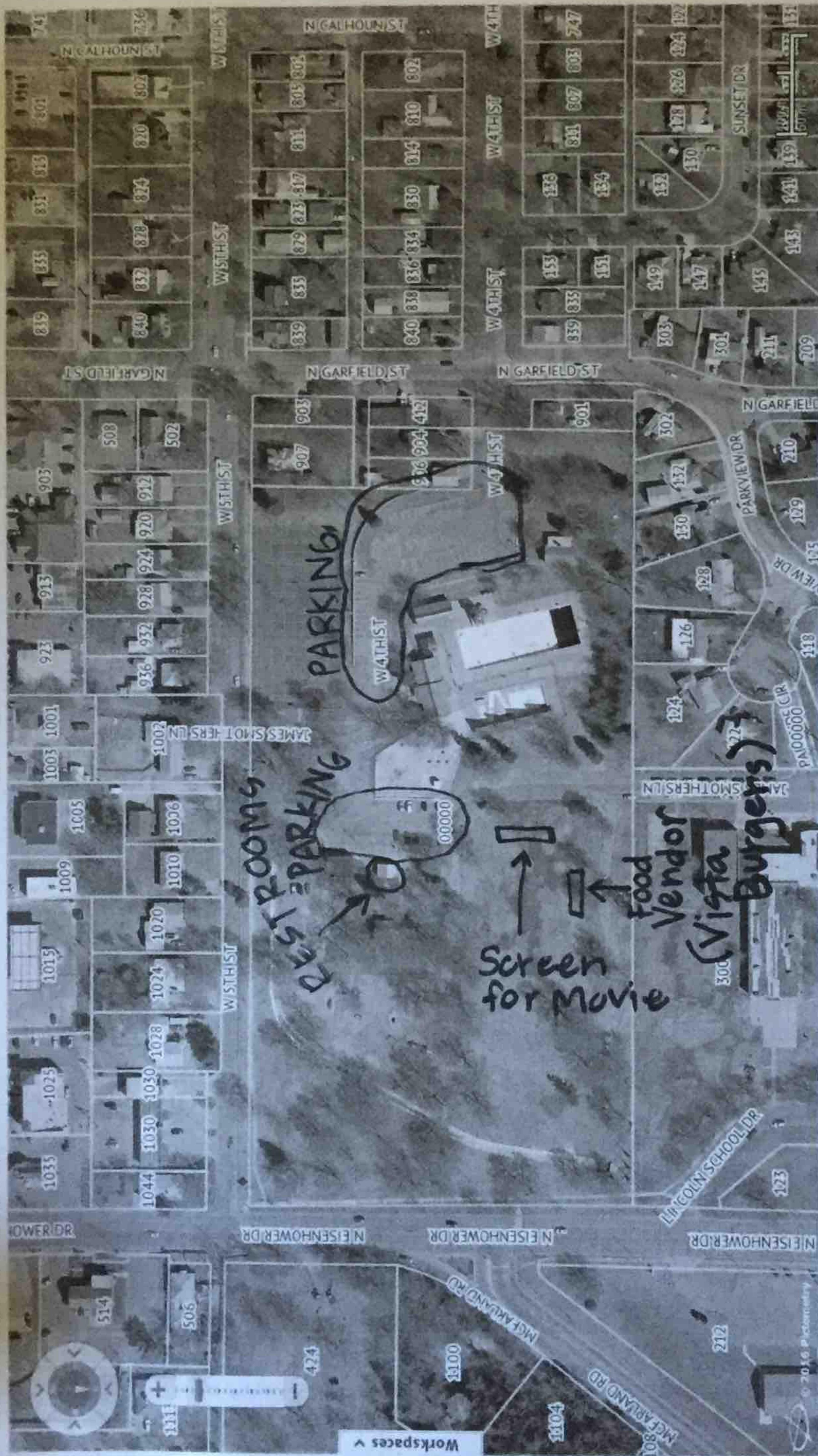
**Recommendation:** Staff recommends approval for the Special Event Permit application for the Movies Under the Stars event.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve the Special Event Permit application for Movies Under the Stars.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Special Event Permit Application



## SPECIAL EVENT PERMIT APPLICATION

This application must be filed at the office of the Code Administrator.  
**AN INCOMPLETE APPLICATION WILL NOT BE ACCEPTED OR PROCESSED.**

Applicant Name: Laney Piefke  
Address: 227 Sandy Springs Circle, Atlanta, GA, 30328  
Email Address: lpiefke.senllc@gmail.com  
Phone Numbers: Home: 404-847-9688 Office:             
Cellular: 404-402-6566 Fax:           

Alternate Applicant Name: Bruce Piefke  
Address: Same as Laney Piefke  
Email Address: bruce@senllc.com  
Phone Numbers: Home: same as above Office:             
Cellular: 404-713-9225 Fax:           

Organization Name: Movies Under The Stars  
Address: 227 Sandy Springs Cr. Suite D359, Atlanta, GA, 30328  
Phone Numbers: Office:            Fax:           

Event On-Site Contact Person: Bruce Piefke  
Phone Numbers: Home: same as above Office:             
Cellular: same as above

(Use separate sheet if necessary for names of additional applicants/organizations.)

Event Name: Navy Federal Family Movie Night  
Event Location: Playground Park

Event Date(s) and Time(s): May 21st, 3PM-11PM

Estimated Number of Attendees: 150-200 people



Event Description: This event is a FREE family  
friendly outdoor movie event held by  
Navy Federal + Movies Under The Stars.  
There will be free inflatables & face  
painting prior to the movie start time  
(dark). Food will be available for purchase  
from Vista Burgers on site.

(Use additional paper if necessary.)

Additional Required Documents:

- ☐ Detailed Site Plan, drawn to scale, showing the layout and uses to be established at the location for the Special Event. The site plan shall address all uses and supporting amenities proposed, including but not limited to required parking, access points, signage, sanitation facilities, and all other relevant materials.
- ☐ Written authorization from the property owner, naming the agent, and that the property owner is aware and approves of the requested Special Event Permit.

I (We) realize that this application cannot be processed unless it is completely filled in; is accompanied by a detailed site plan as required by City Code; and is accompanied by the appropriate fee.

<u>Laney Piefke</u> (Applicant Name - Printed)	<u></u> Applicant Signature
<u>Bruce Piefke</u> (Applicant Name - Printed)	<u></u> Applicant Signature

OFFICE USE ONLY:

This application was received at the office of the Code Administrator at \_\_\_\_\_ (AM) (PM)  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This  
application has been checked and found to be complete and accompanied by the required  
documents and the appropriate fee of \$\_\_\_\_\_.

☐ Approved ☐ Disapproved

_____	_____
Code Administrator	Name
_____	_____
	Title
_____	_____
	Date

**Backup material for agenda item:**

- f. Consideration of Resolution No. R-2809 Community Development Block Grant (CDBG) Application.

# City of Junction City

## City Commission

### Agenda Memo

05-11-2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Resolution No. R-2809

---

**Objective:** Consider approving Resolution No. R-2809 Certifying the City has the legal authority to apply for the 2016 Kansas Small Cities Community Development Block Grant (CDBG) Program.

**Explanation of Issue:** Country Floral and Gifts purchased the building at 617 North Washington Street and are applying for funds to rehabilitate the building. A governmental entity is required to make the application however there will be no City funds involved. Gary Stith, Director of the Flint Hills Regional Council, will be present at the hearing to discuss the project and the application for CDBG funds.

The grant is for \$250,000 with a \$200,000 contribution by Tamra Nelson for a total project cost of \$450,000 to rehabilitate 617 North Washington Street. This includes \$17,000 out of the grant for administration.

This building has been vacant since sometime in the 1990s and is a blight on the downtown area. After rehabilitation, Ms. Nelson will relocate her business into the building.

**Budget Impact:** No City funds are involved in this application.

**Staff Recommendation:** Staff Recommends Approval

**Attachments:** Resolution No. R-2809

THE CITY OF JUNCTION CITY, KANSAS

RESOLUTION NO. R-2809

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2016 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Junction City, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Junction City, Kansas, intends to submit an application for assistance from the 2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Junction City, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2016 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Junction City, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$0.00 in cash funds toward this project and \$0.00 in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF Junction City, KANSAS, this 17 day of May, 2016.

APPROVED \_\_\_\_\_  
MAYOR

ATTEST \_\_\_\_\_

(SEAL)

THE CITY OF JUNCTION CITY, KANSAS

**Backup material for agenda item:**

- g. Consideration of Resolution No. R-2810 Declaring a Building Blighted with respect to the Kansas Small Cities Community Development Block Grant (CDBG) Program.

## **City of Junction City**

### **City Commission**

#### **Agenda Memo**

05-11-2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Resolution No. R-2810**

---

**Objective:** Consider approving Resolution No. R-2810 declaring a building blighted with respect to the Kansas Small Cities Community Development Block Grant (CDBG) Program.

**Explanation of Issue:** Country Floral and Gifts purchased the building at 617 North Washington Street and are applying for funds to rehabilitate the building. They wish to participate in this program and the City must declare that the building is a blighted structure under the Kansas Urban Renewal Law.

**Budget Impact:** No City funds are involved in this application.

**Staff Recommendation:** Staff Recommends Approval

**Attachments:** Resolution No. R-2810

CITY OF JUNCTION CITY, KANSAS

RESOLUTION NO. R-2810

A RESOLUTION DECLARING A BUILDING BLIGHTED WITH  
RESPECT TO THE KANSAS SMALL CITIES  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of Junction City wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, Tamra Nelson, the owner of the building located at 617 North Washington Street in the City of Junction City wishes to participate in the program.

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Junction City, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

The building at 617 North Washington Street has been vacant and unuseable since the mid-1990s and has had extensive water damage from a defective roof. There are structural deficiencies and the plumbing, electrical, and HVAC systems do not meet code and must be replaced. Mold remediation will be necessary throughout the building. Second floor and basement, if utilized as public space does not meet ADA standards. Bathroom and building entry also do not meet ADA standards.

and, FURTHERMORE these conditions are detrimental to public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(Seal)

**Backup material for agenda item:**

- h. Consideration of Ordinance No. S-3177 Authorizing Loan Agreement for Water Plant Improvement Project.

# City of Junction City

## City Commission

### Agenda Memo

May 12, 2016

**From:** Allen Dinkel, City Manager

**To:** City Commissioners

**Subject:** **Ordinance No. S-3177, Authorizing the Execution of a Loan Agreement between Junction City, Kansas and the State of Kansas for the construction of Phase I Improvements at the Wastewater Treatment Plant**

---

**Objective:** The consideration and passage of an ordinance authorizing the execution of a loan agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a water treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement.

**Explanation of Issue:** The City wishes to construct improvements at the existing water treatment plant and well field using funds obtained through an agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a water treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement. The loan is based on a finance rate of 2.22%.

In order to receive the low interest financing, the City needs to:

- Pass the Loan Ordinance allowing the City Manager to sign the loan agreement
- Execute the loan agreement upon receipt
- Have the City Attorney sign the opinion of counsel
- Forward the signed agreement, excerpt of commission minutes, completed and signed ordinance (copy as published in the newspaper or with an Affidavit of Publication from the newspaper), and the opinion of counsel form (letter) to KDHE and Loan is complete.

After approval of the Loan ordinance the next steps for the City will be:

Activity	Anticipated Completion Date
• Advertise the Project for Bid (30 days)	6-24-2016
• Receive Bids from Contractors	7-26-2016
• Have HDR Prepare a Recommendation of Award	7-29-2016
• Have KDHE Review the Recommendation of Award	8-1-2016
• Award the Project to the lowest responsive Bidder	8-16-2016
• Approve HDR's Construction Services Contract	8-16-2016

Note: This schedule is tentative pending approval of applications for Wells No. 19 and 20.

The Loan Agreement was dated last fall, but since the project has yet to be bid it was not needed until now.

**Budget Impact:** The loan program is set up to provide payment within 30 days of receipt of a pay request from the City to KDHE. The pay requests from the Contractor would need to be reviewed quickly by the consulting engineer and the City. Once reviewed and approved they can be transmitted to KDHE for payment to the Contractor.

**Alternatives:** The City Commission concurrence with and approval of this ordinance is requested.

**Recommendation:** Staff recommends that the City Commission pass an ordinance authorizing the execution of a loan agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a water treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement, as presented.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves that ordinance S-3177 be adopted.

**Enclosures:** City Ordinance for Loan  
Draft Loan Agreement

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**LOAN AGREEMENT**

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS**

and

**JUNCTION CITY, KANSAS**

**KPWSLF PROJECT NO. 2893**

**EFFECTIVE AS OF DECEMBER 4, 2015**

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*The interest of the Kansas Department of Health and Environment ("KDHE") in the interest portion of the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Pledge Agreement between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas Public Water Supply Loan Fund Revenue Bonds, pursuant to a Master Bond Resolution adopted by the Authority.*

# LOAN AGREEMENT

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## **KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT**

**THIS LOAN AGREEMENT**, effective as of December 4, 2015, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and JUNCTION CITY, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

### **WITNESSETH:**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

**WHEREAS**, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Pledge Agreement, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

**WHEREAS**, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

**NOW, THEREFORE**, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

**"Additional Payments"** means the payments described in *Section 2.06* hereof.

**"Additional Revenue Obligations"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

**"Authority"** means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

**"Authorized Municipality Representative"** means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

**"Bonds"** means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

**"Code"** means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

**"Dedicated Source of Revenue"** shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

**"EPA"** means the Environmental Protection Agency of the United States, its successors and assigns.

**"Event of Default"** means any occurrence of the following events:

- (a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to

be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

**"Existing Revenue Obligation"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

**"Federal Act"** means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

**"FIAC"** means the Financial Integrity Assurance Contract, among KDHE, the Authority, KRWFA and the Municipality, the form of which is attached hereto as *Exhibit I*.

**"FIAC Origination Fee"** means the fee charged by KDHE to implement the FIAC, which shall be an amount equal to 1.0% of the original principal amount of the Loan if such FIAC is entered into in conjunction with the execution of this Loan Agreement, or if the FIAC is entered into after the Municipality commences the Loan Repayments, an amount equal to 1.0% of the outstanding principal amount of the Loan as of the effective date of the FIAC.

**"GAAP"** means generally accepted accounting principles as applicable to municipal utility systems.

**"Green Project Reserve"** means the requirement from Public Law 111-88 indicating that to the extent there are sufficient eligible project applications, 20 % of the funds awarded to the KPWSLF from Public Law 111-88 shall be used by for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

**"Indebtedness"** means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Indebtedness, Additional Revenue Indebtedness, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

**"KDHE"** means the Kansas Department of Health and Environment or its successors in interest.

**"KRWFA"** means the Kansas Rural Water Finance Authority.

**"Loan"** means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

**"Loan Act"** means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

**"Loan Agreement"** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

**"Loan Origination Fee"** means a fee charged by KDHE to originate the Loan pursuant to this Loan Agreement, which shall be an amount equal to 0.25% of the original principal amount of the Loan, as adjusted in accordance with the provisions of *Section 2.01* hereof.

**"Loan Repayments"** means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

**"Loan Terms"** means the terms of this Loan Agreement provided in *Article II* hereof.

**"Municipal Fiscal Year"** means the twelve-month period ending on December 31 of each year.

**"Municipality"** means Junction City, Kansas, its successors and assigns.

**"Pledge Agreement"** means the Pledge Agreement between the Authority and KDHE, dated as of November 1, 1997, and any agreement or agreements amendatory or supplemental thereto.

**"Project"** means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan

Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

**"Project Costs"** means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

**"Public Water Supply System"** means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

**"Rating Agency"** means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

**"Regulations"** means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

**"Revolving Fund"** means the Kansas Public Water Supply Loan Fund established by the Loan Act.

**"SEC Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

**"Secretary"** means the Secretary of KDHE

**"State"** means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

**"System"** means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

**"System Revenues"** means all revenues derived by the Municipality from the ownership and operation of the System.

#### **Section 1.02. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other

subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### LOAN TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$13,235,000.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

**Section 2.02. Interest Rate.** The interest rate on the loan shall be 2.22% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

#### **Section 2.03. Disbursement of Loan Proceeds.**

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or

- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
  - (4) the amount of the Loan Origination Fee, if not paid from Municipality funds;
  - (5) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and
  - (6) the amount of the FIAC Origination Fee, if not paid from Municipality funds.
- (b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:
- (1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;
  - (2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;
  - (3) no Event of Default by the Municipality shall have occurred and be continuing;
- and
- (4) the Municipality continues to maintain reasonable progress towards completion of the Project.

#### **Section 2.04. Schedule of Compliance; Completion of Project.**

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

#### **Section 2.05. Repayment of the Loan.**

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan

Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, at any time, without penalty, upon giving 60 days written notice to KDHE of its intent to so prepay, such notice shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument); provided, however, a partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

**Section 2.06. Additional Payments.** The Municipality shall pay as Additional Payments the following amounts:

(a) The FIAC Origination Fee (if applicable), if the same was not paid from proceeds of the Loan.

(b) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(c) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

**Section 2.07. Financial Integrity Assurance Contract.** In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the execution of a FIAC by the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to execute a FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree to execute such document in substantially the form attached hereto as *Exhibit I*. The provider of contract services under the FIAC shall be compensated by KDHE from proceeds of the FIAC Origination Fee; the Municipality shall have no further obligation for fees to KDHE under the FIAC. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC provider.

## ARTICLE III

### REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

**Section 3.01. Representations of the Municipality.** The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as ***Exhibit F***) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) ***Full Disclosure.*** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) ***Non-Litigation.*** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) ***Compliance with Existing Laws and Agreements.*** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) ***No Defaults.*** No event has occurred and no condition exists that would constitute an

Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

### **Section 3.02. Particular Covenants of the Municipality.**

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective

duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) ***Completion of Project and Provision of Moneys Therefore.*** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) ***Delivery of Documents and Payment of Fees.*** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) a fully executed FIAC, if required by the Secretary, or desired by the Municipality;

(5) payment of the FIAC Origination Fee, if applicable, if not included in the principal amount of the Loan;

(6) payment of the Loan Origination Fee, if not included in the principal amount of the Loan; and

(7) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure

repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts.**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Financial Information.** The Municipality specifically agrees to provide to KDHE a reasonable number of copies of such financial information and operating data of the Municipality and the System, to the extent necessary for KDHE to comply with its continuing disclosure obligations set forth

in the SEC Rule and the Pledge Agreement. Such financial information shall be accompanied by an audit report prepared in accordance with the provisions of *subsection (g)(1)* hereof. Any such requested financial information and operating data shall be supplied within 210 days after the end of the Municipal Fiscal Year. Such requirement may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System unless KDHE notifies the Municipality of the need for additional information. If an audit is required to be prepared, but is not available within 210 days of the end of the Municipal Fiscal Year, unaudited financial information shall be provided to KDHE pending receipt of the audit report. In addition, the Municipality shall provide KDHE with prompt notification of the occurrence of certain material events. For purposes of this paragraph, "material event" shall mean: (a) principal and interest payment delinquencies on any Indebtedness; (b) non-payment related defaults in agreements authorizing any Indebtedness; (c) rating changes on any Indebtedness; (d) adverse tax opinions or events affecting the tax-exempt status of any Indebtedness; or (e) unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

## ARTICLE IV

### ASSIGNMENT

**Section 4.01. Assignment and Transfer by KDHE.** The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

**Section 4.02. Assignment by the Municipality.** This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Pledge Agreement, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.01. Notice of Default.** If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

**Section 5.02. Remedies on Default.**

Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any

obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

**Section 5.03. Expenses.**

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

**Section 5.04. Application of Moneys.** Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

**Section 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

**Section 5.06. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

**Section 5.07. Financial and Management Review.** Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, require the Municipality to undergo a financial and management operations review or to enter into a FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 6.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment  
1000 SW Jackson - Suite 420  
Topeka, Kansas 66612  
Attention: Bureau of Water

with a copy to its General Counsel

- (2) to the Authority:

Kansas Development Finance Authority  
555 S. Kansas Avenue, Suite 202  
700 S.W. Jackson  
Topeka, Kansas 66603  
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.02. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

**Section 6.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

**Section 6.05. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.06. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.07. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

**Section 6.08. Further Assurances.** The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

[BALANCE OF THIS PAGE HAVE BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



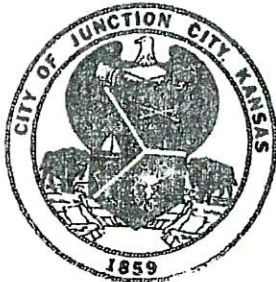
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,  
acting on behalf of THE STATE OF KANSAS

By: *Susan Mosier*  
Susan Mosier, MD  
Secretary  
KDHE

Date: 12/11/15

JUNCTION CITY, KANSAS

(Seal)



By: *Allen J. Dinkel*  
Allen J. Dinkel  
(Printed Name)  
Title: *City Manager*

Date: 12/16/15

ATTEST:

By: *Shawna Settle*  
Shawna Settle  
(Printed Name)  
Title: Clerk

## ***EXHIBIT A***

### **DESCRIPTION OF THE PROJECT**

This project will rehabilitate the existing water treatment plant and construct new wells.

## ***EXHIBIT B***

### **DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

#### ***Dedicated Source of Revenue.***

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

#### ***Loan Repayment Schedule.***

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

## KANSAS PUBLIC WATER SUPPLY LOAN FUND

ESTIMATED Draws - Actual Interest Rate  
Amortization of Loan Costs

Prepared for:  
Junction City, Project No. 2893

Project Principal: 13,201,912.50  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Loan Origination Fee: 33,087.50  
Loan Reserve Account: 0.00  
Financial Integrity Assurance Contract: 0.00  
Gross Loan Costs: 13,235,000.00

12/4/2015  
Gross Rate: 2.22%  
Service Fee Rate: 0.35%  
Loan Interest Rate: 1.87%  
1st Payment Date: 2/1/2018  
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2018	13,235,000.00	123,747.25	264,641.91	23,161.25	411,550.41	12,970,358.09
2	8/1/2018	12,970,358.09	121,272.85	267,579.43	22,698.13	411,550.41	12,702,778.66
3	2/1/2019	12,702,778.66	118,770.98	270,549.57	22,229.86	411,550.41	12,432,229.09
4	8/1/2019	12,432,229.09	116,241.34	273,552.67	21,756.40	411,550.41	12,158,676.42
5	2/1/2020	12,158,676.42	113,683.62	276,589.11	21,277.68	411,550.41	11,882,087.31
6	8/1/2020	11,882,087.31	111,097.52	279,659.24	20,793.65	411,550.41	11,602,428.07
7	2/1/2021	11,602,428.07	108,482.70	282,763.46	20,304.25	411,550.41	11,319,664.61
8	8/1/2021	11,319,664.61	105,838.86	285,902.14	19,809.41	411,550.41	11,033,762.47
9	2/1/2022	11,033,762.47	103,165.68	289,075.65	19,309.08	411,550.41	10,744,686.82
10	8/1/2022	10,744,686.82	100,462.82	292,284.39	18,803.20	411,550.41	10,452,402.43
11	2/1/2023	10,452,402.43	97,729.96	295,528.75	18,291.70	411,550.41	10,156,873.68
12	8/1/2023	10,156,873.68	94,966.77	298,809.11	17,774.53	411,550.41	9,858,064.57
13	2/1/2024	9,858,064.57	92,172.90	302,125.90	17,251.61	411,550.41	9,555,938.67
14	8/1/2024	9,555,938.67	89,348.03	305,479.49	16,722.89	411,550.41	9,250,459.18
15	2/1/2025	9,250,459.18	86,491.79	308,870.32	16,188.30	411,550.41	8,941,588.86
16	8/1/2025	8,941,588.86	83,603.86	312,298.77	15,647.78	411,550.41	8,629,290.09
17	2/1/2026	8,629,290.09	80,683.86	315,765.29	15,101.26	411,550.41	8,313,524.80
18	8/1/2026	8,313,524.80	77,731.46	319,270.28	14,548.67	411,550.41	7,994,254.52
19	2/1/2027	7,994,254.52	74,746.28	322,814.18	13,989.95	411,550.41	7,671,440.34
20	8/1/2027	7,671,440.34	71,727.97	326,397.42	13,425.02	411,550.41	7,345,042.92
21	2/1/2028	7,345,042.92	68,676.15	330,020.43	12,853.83	411,550.41	7,015,022.49
22	8/1/2028	7,015,022.49	65,590.46	333,683.66	12,276.29	411,550.41	6,681,338.83
23	2/1/2029	6,681,338.83	62,470.52	337,387.55	11,692.34	411,550.41	6,343,951.28
24	8/1/2029	6,343,951.28	59,315.94	341,132.56	11,101.91	411,550.41	6,002,818.72
25	2/1/2030	6,002,818.72	56,126.36	344,919.12	10,504.93	411,550.41	5,657,899.60
26	8/1/2030	5,657,899.60	52,901.36	348,747.73	9,901.32	411,550.41	5,309,151.87
27	2/1/2031	5,309,151.87	49,640.57	352,618.82	9,291.02	411,550.41	4,956,533.05
28	8/1/2031	4,956,533.05	46,343.58	356,532.90	8,673.93	411,550.41	4,600,000.15
29	2/1/2032	4,600,000.15	43,010.00	360,490.41	8,050.00	411,550.41	4,239,509.74
30	8/1/2032	4,239,509.74	39,639.42	364,491.85	7,419.14	411,550.41	3,875,017.89
31	2/1/2033	3,875,017.89	36,231.42	368,537.71	6,781.28	411,550.41	3,506,480.18
32	8/1/2033	3,506,480.18	32,785.59	372,628.48	6,136.34	411,550.41	3,133,851.70
33	2/1/2034	3,133,851.70	29,301.51	376,764.66	5,484.24	411,550.41	2,757,087.04
34	8/1/2034	2,757,087.04	25,778.76	380,946.75	4,824.90	411,550.41	2,376,140.29
35	2/1/2035	2,376,140.29	22,216.91	385,175.25	4,158.25	411,550.41	1,990,965.04
36	8/1/2035	1,990,965.04	18,615.52	389,450.70	3,484.19	411,550.41	1,601,514.34
37	2/1/2036	1,601,514.34	14,974.16	393,773.60	2,802.65	411,550.41	1,207,740.74
38	8/1/2036	1,207,740.74	11,292.38	398,144.48	2,113.55	411,550.41	809,596.26
39	2/1/2037	809,596.26	7,569.73	402,563.89	1,416.79	411,550.41	407,032.37
40	8/1/2037	407,032.37	3,805.75	407,032.37	712.29	411,550.41	0.00
Totals			2,718,252.59	13,235,000.00	508,763.81	16,462,016.40	

## **EXHIBIT C**

### **CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT**

The standard conditions applicable to the Loan are:

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
  - a. Advertisement for bids will not be initiated without written authorization by KDHE.
  - b. Advertising for bids within 30 days of authorization to advertise.
  - c. Bid opening at least 30 days from advertisement for bids.
  - d. Notice of Award will not be issued without written authorization by KDHE.
  - e. Contract award within 60 days of bid opening.
  - f. Issuance of notice to proceed within 30 days of contract award.
  - g. Initiation of operation within 540 days of notice to proceed or no later than December 31, 2017.
  - h. Finalization of construction within 570 days of notice to proceed.
  - i. Project Performance Certification 365 days following Initiation of Operation.
  - j. No change may be implemented by the Municipality which will delay or accelerate this schedule without prior approval of KDHE. KDHE must be promptly notified of any proposed changes.
2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
4. The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
5. The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
6. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

7. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
  - a. The Municipality agrees the performance standards applicable to the Project are:
    - (1) all construction deficiencies have been resolved.
    - (2) all testing requirements of the specifications have been performed and met.
  - b. The final plan of operations submitted in accordance with *Exhibit C*, Condition No. 3 must include a draft proposal for these services.
  - c. The final operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 4 must be accompanied by a final proposal for these services.
  - d. One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
  - e. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
8. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
9. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
10. The Municipality shall follow applicable state procurement laws and regulations.
11. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
  - a. proper grading, drainage and slope protection to eliminate erosion;
  - b. riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
  - c. if any riparian trees are removed they will be replaced by pole plantings or saplings;
  - d. directional boring at all stream crossings, where practical, to minimize aquatic habitat

- impacts;
- e. in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
  - f. contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
12. The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 11 above and the Loan Agreement conditions.
13. The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
14. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
15. In order to comply with KPWSLF wage rate requirements the Municipality shall,
- (a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
  - (b) while the solicitation remains open, shall monitor [www.wdol.gov](http://www.wdol.gov). on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
  - (c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
  - (d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

- (e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- (f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- (g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- (h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon . In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

- (k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Robert Bukaty at [Bukaty.Robert@epa.gov](mailto:Bukaty.Robert@epa.gov) or 913-551-7846 ; and to the appropriate DOL Wage and Hour District Office listed at [www.dol.gov/whd/america2.htm](http://www.dol.gov/whd/america2.htm).
- 16. Prior to 90% of project completion the municipality agrees to execute a water conservation plan using the most recent municipal water conservation plan guidelines provided by the Kansas Water Office.
- 17. The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
- 18. Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at [www.sam.gov](http://www.sam.gov).
- 20. The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
  - a. Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
  - b. Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
  - c. Comply with the administrative provisions found in 40 CFR Section 33.302
  - d. If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 21. The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.

22. The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
23. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
24. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

***EXHIBIT D***

**USE OF LOAN PROCEEDS**

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Rehabilitate the existing water treatment plant and construct new wells.	\$11,442,000.00
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$1,600,000.00
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$435,000.00
<b><i>Total</i></b>	<b>\$ 13,477,000.00</b>

This project will be funded in part by an EPA grant of \$242,000.00. The KPWSLF loan will fund the remaining balance estimated to be \$13,235,000.00.

## ***EXHIBIT E***

### **INSTRUCTIONS FOR REQUESTING DISBURSEMENTS**

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
  - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
  - b. Any work performed under a change order unless written approval of the change order has been given by the State.
  - c. Any ineligible project costs.
  - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
  - e. Easements acquired through eminent domain are not eligible for funding.
  - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit two original signatures of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment  
Bureau of Water  
Public Water Supply Section  
1000 SW Jackson Street - Suite 420  
Topeka, Kansas 66612

You should retain one copy for your records.

4. The Authorized Municipality Representative identified in the Loan Agreement remains the principal contact for all project matters.

**EXHIBIT E**

<b>KWPCRF or KPWSLF OUTLAY REPORT AND REQUEST FOR DISBURSEMENT</b> (See Instructions)	<b>1. AGENCY TO WHICH THIS REPORT IS SUBMITTED:</b> KDHE - BUREAU OF WATER  MUNICIPAL PROGRAMS SECTION OR PUBLIC WATER SUPPLY SECTION	<b>2. KDHE PROJECT NUMBER ASSIGNED</b>  KWPCRF PROJECT # C20 _____ KPWSLF PROJECT # _____		
<b>3. TYPE OF REQUEST:</b> FINAL _____ PARTIAL _____	<b>4. PAYMENT REQUEST NUMBER</b> # _____	<b>5. PERIOD COVERED BY THIS REPORT</b> FROM (Mo, day, year) TO (Mo, day, year)		
<b>6. RECIPIENT ORGANIZATION INFORMATION</b>  NAME : _____ NO. & STREET : _____ CITY : _____ STATE AND ZIP CODE : _____				
<b>7. FEIN NUMBER:</b> _____				
<b>8. TO: THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, ACTING ON BEHALF OF THE STATE OF KANSAS UNDER THE LOAN AGREEMENT EFFECTIVE AS OF _____, BETWEEN KDHE AND the _____.</b> The undersigned hereby requests that the following amounts be paid to the following payees for the following Project Costs as defined in said Agreement:				
CLASSIFICATION	(a) Total amount requested	(b) Payee	(c) Description	Total Approved (KDHE use only)
a. Administrative expense				See KDHE Attached Sheet or Reverse Side
b. Preliminary expense (Planning and Design)				
c. Land, structures, right-of-way (Not allowable)				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project Inspection fees				
g. Construction and project improvement cost				
h. Equipment (By Separate Contract)				
i. Miscellaneous cost				
j. Total cumulative to date (sum of lines a thru i)	\$0.00			
k. Deductions for program income				
l. Net cumulative to date (Line j minus line k)	\$0.00			
m. Disbursements Paid to Date				
n. Amount due this Request (Line l minus Line m)	\$0.00			
o. Percentage of physical completion of project				
<b>9. CERTIFICATION:</b> I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due to the persons whose names and addresses are stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improvement, repair, rehabilitation or extension of the Wastewater Treatment Works or the Water Supply/Treatment/Distribution Works; (iii) all representations made in the Agreement remain true as of the date of this request; and (iv) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.				
<b>a. RECIPIENT:</b> _____		<b>b. KDHE Representative Certifying to line 8.n.</b>  Rodney R. Geisler or William J. Carr		
Signature of Authorized Certifying Official		Signature of Authorized Certifying Official  <b>See KDHE Attached Sheet or Reverse Side</b>		
Typed or Printed Name and Title		Typed or Printed Name and Title Chief, Municipal Programs Section or KPWSLF Administrator		
Date Submitted	Telephone (Area Code, number & ext.)	Date Approved	Telephone (Area Code, number & ext.)	
			785-296-5527 or 296-0735	

## INSTRUCTIONS FOR OUTLAY REPORT AND REQUEST FOR DISBURSEMENT

Please type or print legibly. Items 1, 4, 5, 6, 8.n., and 8.o. are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2	Enter the assigned KPWSLF project number.	8h	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.
3	Mark as appropriate. If the request is final, the amounts billed should represent the final cost of the project		
7	Enter the complete employer identification number assigned by the U.S. Internal Revenue Service [or FICE institution code if requested by the Federal agency].	8i	Enter the amounts for all items not specifically mentioned above.
8	Use only columns a, b, and c	8j	Enter the total cumulative amount to date which should be the sum of lines a through i.
8a	Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.	8k	Enter the total amount of program income applied to the loan agreement. Identify on a separate sheet of paper the sources and types of the income.
8b	Enter amounts pertaining to the work of location and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.	8l	Enter the net cumulative amount to date which should be the amount shown on line j minus the amount on line k.
8c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	8m	Enter the amount of reimbursements paid to date.
8d	Enter basic fees for services of architectural engineers.	8n	Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines l and m. If different, explain on a separate sheet.
8e	Enter other architectural engineering services. Do not include any amounts shown on line d.	9a	To be completed and signed by the duly authorized recipient representative official. The date should be the actual date the form is submitted to the funding agency.
8f	Enter inspection and audit fees of construction and related programs.	9b	To be completed by the funding agency official representative who is certifying to the percent of project completion as provided for in the terms of the loan agreement. Recipient leave blank.
8g	Enter those amounts associated with the actual construction of, addition to, or restoration of infrastructure.		

NOTE: TWO ORIGINAL SIGNATURE DISBURSEMENT REQUESTS AND ONE SET OF SUPPORTING DOCUMENTATION MUST BE SUBMITTED

**EXHIBIT F**

**FORM OF MUNICIPALITY ORDINANCE**

\*\*\*\*\*

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON \_\_\_\_\_ [ORDINANCE DATE]**

The Governing Body of the City met in \_\_\_\_\_ [regular/special] session at the usual meeting place in the City, at \_\_\_\_\_ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN JUNCTION CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

Thereupon, [Council member/Commissioner] \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: \_\_\_\_\_.

No: \_\_\_\_\_.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. \_\_\_\_\_ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

\*\*\*\*\*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

\_\_\_\_\_  
Clerk

(Published in [Official City Newspaper] on [publication date])

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN JUNCTION CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, Junction City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

**WHEREAS**, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

**WHEREAS**, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Rehabilitate the existing water treatment plant and construct new wells.

(the "Project"); and

**WHEREAS**, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

**WHEREAS**, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$13,235,000.00 (the "Loan") in order to finance the Project; and

**WHEREAS**, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF , KANSAS:**

**Section 1. Authorization of Loan Agreement.** The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of December 4, 2015, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.** Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3. Further Authority.** The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 4. Governing Law.** The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]  
by the Mayor.

(SEAL)

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Mayor

ATTEST:

---

Clerk

[APPROVED AS TO FORM ONLY.]

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City Attorney

**EXHIBIT G**

**FORM OF OPINION OF MUNICIPALITY'S COUNSEL**

[Date]

Kansas Development Finance Authority  
Topeka, Kansas

The Kansas Department of Health and  
Environment, acting on behalf of  
The State of Kansas  
Topeka, Kansas

Re: Loan Agreement effective as of December 4, 2015, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Junction City, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. \_\_\_ of the Municipality (the "Ordinance") adopted on \_\_\_\_\_ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

***EXHIBIT H***

**MUNICIPALITY'S NOTICE ADDRESS**

City of Junction City  
Attn: City Manager  
700 N. Jefferson  
Junction City, Kansas 66441

H-1

## **EXHIBIT I**

### **FORM OF FINANCIAL INTEGRITY ASSURANCE CONTRACT**

This Contract is entered into as of December 4, 2015, between the **KANSAS RURAL WATER FINANCE AUTHORITY**, a body corporate and politic of the State of Kansas (the "Authority") and **JUNCTION CITY**, a municipality of the State of Kansas (the "Municipality") participating in the Kansas Public Water Supply Loan Fund program (the "Program"), with the approval and for the benefit of the **KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT** ("KDHE"), the administrator of the Program and for the benefit of the **KANSAS DEVELOPMENT FINANCE AUTHORITY** ("KDFA"), as provider of certain financial services to the Program.

#### **Recitals**

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Municipality to enter into this contract and also permits the Secretary to require the Municipality to enter this contract as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. KRWFA has been approved by KDHE to provide the Municipality with assistance in discharging certain System and financial management responsibilities expressly or implicitly undertaken in the Loan Agreement.

D. The Municipality [agrees][has been required by the Secretary] to engage the services of KRWFA for such purposes, and this contract sets forth KRWFA's undertakings with respect to the Municipality, the Municipality's obligations to KRWFA and their joint obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

E. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

#### **Agreements**

**IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

1. **Quarterly Management Report.** The Municipality will complete a quarterly management report of operating data and financial information in the form prescribed by KRWFA and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KRWFA. The initial Quarterly Management Report shall be submitted to KRWFA in the first full calendar quarter following the first draw of loan funds by the Municipality.

2. **Inspection of Books and Records.** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KRWFA upon reasonable written request of KRWFA.

3. **Annual Budget.** Not later than 180 days prior to the beginning of each fiscal year of the Municipality, the Municipality will furnish to KRWFA a proposed System budget for the ensuing fiscal year in the form prescribed by state statute, with such further modifications as may be required by KRWFA. KRWFA will review the proposed System budget and return the same to the Municipality within 30 days with KRWFA's recommendations, if any. Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KRWFA. The initial budget of the Municipality shall be submitted to KRWFA for the fiscal year of initial draw against loan funds.

4. **Annual Audit.** If an annual financial audit is required by Section 3.02 (k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KRWFA a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KRWFA. The initial audit of the Municipality shall be submitted for the fiscal year of the initial draw against loan funds.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KRWFA shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KRWFA will make recommendations to the Municipality for remediation of the deficiencies. KRWFA shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of KRWFA's recommendations, the Municipality's governing body will meet to review such recommendations and will submit to KRWFA its written plan for curing the deficiencies and/or implementing KRWFA's recommendations.

6. **Assistance in Implementation of Prescribed Changes.** KRWFA will provide the

Municipality with assistance in implementing a remediation plan that will assure future compliance with required financial covenants as soon as is practically feasible, including implementation of changes in the water rates or operational practices of the Municipality as may be prescribed by the Secretary pursuant to the Loan Act.

7. **Compliance Certification.** KRWFA will provide KDHE with an annual written compliance report for the Municipality within the time period set forth in *Section 5* hereof for review of the annual audit. Such report shall indicate compliance or non-compliance by the Municipality with its requirements under the Loan Agreement. Any recommendations provided by KRWFA pursuant to *Sections 5* and/or *6* hereof shall be included in such report. In the event that the Municipality does not implement such recommendations within a reasonable time, KRWFA shall immediately notify the Secretary of such noncompliance.

8. **Fees.** KRWFA shall be paid the FIAC Origination Fee as compensation for its services under this contract for the entire term of the Loan Agreement. The fee may be included in the amount of the Loan Agreement if this contract is entered into at the time of the Loan Agreement, or may be paid by the Municipality (upon the execution of the Loan Agreement) to KDFA for remittance to KRWFA.

9. **Dissemination of Information.** KRWFA shall provide to KDHE and KDFA copies of all reports, recommendations and other written material received by KRWFA from the Municipality or sent by KRWFA to the Municipality pursuant to the terms of this contract.

10. **Term.** This contract shall take effect upon its signature and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

11. **Binding Effect; Beneficiaries.** This contract shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

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**EXECUTED AND DELIVERED** on behalf of the parties by an authorized signatory as of the dates hereinafter set forth.

**KANSAS RURAL WATER FINANCE AUTHORITY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**JUNCTION CITY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED:**

**KANSAS DEPARTMENT OF HEALTH  
AND ENVIRONMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ORDINANCE NO. S-3177**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN JUNCTION CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, Junction City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

**WHEREAS**, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

**WHEREAS**, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of rehabilitation of the existing water treatment plant and construction of new wells.

**WHEREAS**, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

**WHEREAS**, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed Thirteen Million Two Hundred Thirty Five Thousand Dollars \$13,235,000.00 (the "Loan") in order to finance the Project; and

**WHEREAS**, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**Section 1. Authorization of Loan Agreement.** The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of December 4, 2015, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.** Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 4. Governing Law.** The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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**PASSED** by the governing body of the City on May 17, 2016 and signed by the Mayor.

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Mick McCallister, Mayor

ATTEST:  
(SEAL)

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Shawna Settles, City Clerk

APPROVED AS TO FORM ONLY.

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Catherine P. Logan, City Attorney

**Backup material for agenda item:**

- i. Consideration of Rezoning and Platting Land Bank Lots in the Deer Creek Addition south of Woodstock Drive and west of Sandusky Drive for a Business/Office Park.

**City of Junction City**  
**Land Bank Board of Trustees/City Commission**  
**Agenda Memo**

May 17, 2016

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**To:** Junction City City Commission & Allen Dinkel, City Manager

**Subject:** Rezoning and Replatting of portion of Deer Creek Addition for Office/Business Park

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**Issue:** Proposal to Rezone and Replat

**Explanation of Issue:** Staff is proposing the Land Bank authorize the City Commission take action to begin the process to rezone that portion of Deer Creek Addition Unit No 2 shown on the attached aerial photo from "RS" Suburban Residential" to "PDD" Planned Development District that we design for a "business/office park". There is not a specific zoning classification in the Junction City Zoning Regulations that accommodates this type of development, so staff believes the only alternative is to use the "PDD" for this purpose. The intent is to create an area devoted to office and business uses that can be marketed to the region to attract development of these uses for economic growth.

This matter was also discussed at the last Economic Development Commission meeting and was well received. There will be a lot of issues to resolve moving this project forward, but the desire is to begin the rezoning and replatting process, which will take a motion from the City Commission to do that.

**Staff Recommendation:** Staff recommends the City Commission approve the beginning of the process to consider rezoning and replatting the designed area of Deer Creek Addition Unit No. 2 and authorize staff to work with the City Engineering consultants to prepare all documents necessary for that to be completed.

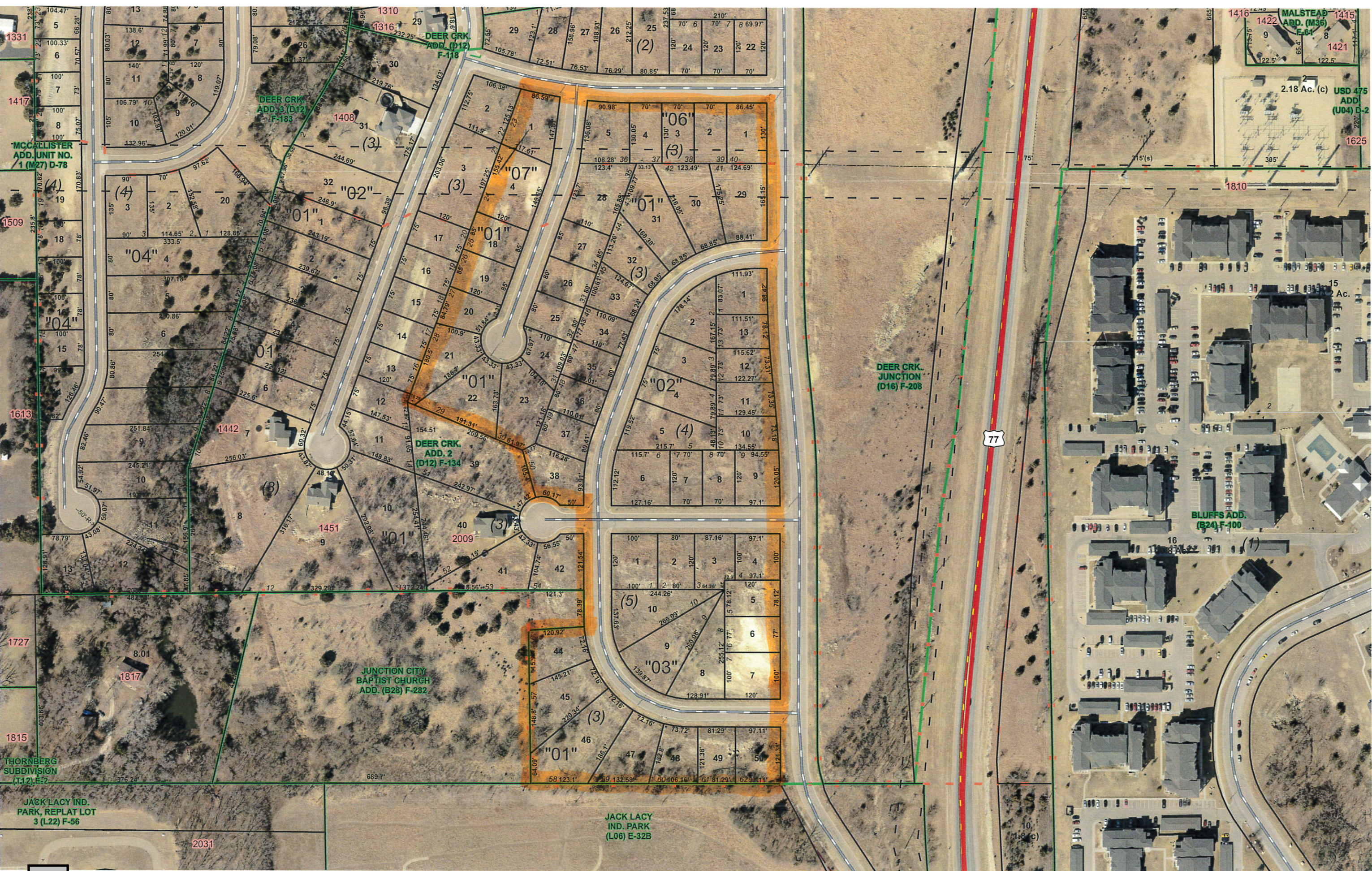
**Suggested Motion:**

Commissioner \_\_\_\_\_ moved a public hearing be set for consideration of the rezoning and replatting of a portion of Deer Creek Addition Unit No 2 as presented by staff.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:**

Aerial Photo of area under consideration of rezoning and replatting



2016 LAND BANK - DEER CREEK ADDITION - PROPOSED REZONING